ZIMPERIUM, INC.
zSCAN FREE TRIAL - END USER LICENSE AGREEMENT

THIS DOCUMENT IS A LEGAL CONTRACT. PLEASE READ IT CAREFULLY. These End User License Terms ("***Terms***") govern your access to and use of the zCONSOLE (which includes the zScan and/or z3A solutions) cloud-based software-as-a-service application made available by Zimperium, Inc. ("***Zimperium***," "***we***," or "***us***"), (the "***Cloud Application***").

1.   Acceptance of these Terms
Your use of and access to the Cloud Application is conditioned on your compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations. **By using the Software or Cloud Application you are indicating that you understand and agree to abide by these Terms.** If the Cloud Application is to be used by or on behalf of a company or other organization, the individual expressing acceptance of these Terms represents and warrants that he or she has the authority to bind that company or other organization to these Terms, and "you," and "your" will refer to that company or other organization. If you do not accept all of these Terms, then we are unwilling to make the Cloud Application available to you.

2.   Rights to Use the Cloud Application
Subject to your compliance with these Terms, we grant you a non-exclusive, non-transferable license to: (i) access and use the Cloud Application in connection with your Authorized Device(s), solely for your own personal or internal business use during a four (4) week (or other duration specified in writing by Zimperium) trial period. The foregoing rights may be suspended or terminated as set forth in these Terms.

3.   Prohibitions
a.   The Cloud Application is intended to be used only in accordance with Zimperium's applicable documentation and only to evaluate, manage, and protect the security of mobile devices applications, source code, and wireless networks that you own or control. Any other use of the Cloud Application is strictly prohibited. Prohibited uses include (without limitation) using the Cloud Application to attack, probe, assess the security of, or interfere with any third party's network, device or other target without that third party's express, informed authorization. You may not disclose any vulnerability discovered, reproduced, or confirmed through the use of the Cloud Application except in accordance with industry accepted vulnerability disclosure practices. You acknowledge that improper use of the Cloud Application could significantly harm your network and/or devices, and you assume all risks associated with your use. You further acknowledge that any reports or documentation generated or produced in connection with Zimperium product(s) or services is considered confidential and the property of Zimperium and no part of these materials may be copied, used, or disclosed except with written permission of Zimperium.

b.   You may not, and you agree not to: (i) transfer, sublicense, lease, lend, rent or otherwise distribute the Cloud Application to any third party; (ii) decompile, reverse-engineer, disassemble, or create derivative works of the the Cloud Application; (iii) make the functionality of the Cloud Application available to multiple users through any means; (iv) use the Cloud Application in any unlawful manner, for any unlawful purpose, or in any manner inconsistent

with these Terms or our applicable documentation; (v) access or use any areas of the Cloud Application for which we have not granted you authorization, or tamper or interfere with our computer systems or the technical delivery systems of our providers; *(vii) copy, use, or disclose any reports or other documentation provided by Zimperium*; (viii) use output(s) from the Cloud Application to develop or tune machine learning, artificial intelligence, or statistical models; (ix) gather or use information, such as other users' names, real names, or email addresses, through the Cloud Application to transmit any unsolicited advertising, junk mail, spam or other form of solicitation; or (x) encourage or enable anyone to do any of the foregoing.

c.   You promise to indemnify and hold harmless Zimperium and its representatives fully against any claims, liabilities, costs, expenses, and other harm arising from your unauthorized use of the Cloud Application or any other violation of these Terms (including any of the prohibitions stated above). We reserve the right, but have no obligation, to monitor compliance with the prohibitions set forth above, and we may investigate and prosecute violations of any of the above and/or involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms.

4.   Ownership

Your rights with respect to the Cloud Application are limited to those expressly granted in Section 2 above. Zimperium and its licensors reserve sole and exclusive ownership of the Cloud Application and all copyrights, patents, trademarks, and other intellectual property rights therein. You may not remove, alter, or obscure any copyright, trademark, or other proprietary rights notices appearing on the Cloud Application. If you provide us with any suggestions, comments, or other feedback regarding the Cloud Application ("*Feedback*") you acknowledge that such Feedback will become the exclusive property of Zimperium, and we may use (or not use) any such Feedback in any manner and for any purpose, without compensation to you and without implying or creating any interest on your part in any of our products or services that may be based on such Feedback. You hereby irrevocably assign to us all right, title, and interest in any Feedback you provide.

5.   Modifications

The Cloud Application may change from time to time (for example, we may update the Cloud Application, increase or decrease server capacity, or modify our user interface), and/or we may stop providing the Cloud Application or any of its features (permanently or temporarily), possibly without prior notice to you.

6.   Data Collection and Transmission

a.   If the Cloud Application is being delivered to you by an entity you are affiliated with (such as an employer, etc.), then the exact nature of any information collected is determined by the entity that made the Cloud Application available to you and is available by request from that entity. If you acquired the Cloud Application directly from Zimperium, then Zimperium will determine which information is collected and is available upon request from Zimperium.

The Cloud Application does not require any personally identifiable information from you, but it may collect information from the Authorized Device that is useful for the purpose of the Cloud

Application's functionality, called "***Device Data***". Device Data collected may include but is not limited to the following:

- The manufacturer and model of your Authorized Device;
- Certain technical settings of your Authorized Device, including the display size of your Authorized Device and firmware version;
- Your IP address (which can indicate your country and geolocation);
- Wireless carrier for your Authorized Device;
- The type and version of operating system on your Authorized Device;
- Certain configuration data of your Authorized Device, such as whether your Authorized Device is configured to allow root access or whether hardware restrictions of the Authorized Device have been removed;
- In some cases, metadata of all applications installed on your Authorized Device (including, but not limited to, the name of the app, the version of the app);
- Metadata about networks your Authorized Device connects to (including, but not limited to, the SSID of the network, the MAC address of the network);
- In certain circumstances, we may also collect a copy of the application;
- URLs or domains of links which may be derived from End User or entity (i.e. employer) policies;
- Data from tracking tools used to analyze product performance on your Authorized Device; and
- System monitoring data such as memory utilization, process metrics, network statistics (but no data like web pages or emails), and other non-user-identifiable type monitoring values.

The Cloud Application may also collect "***Forensic Data***", defined here as information about the attacker when and if such an attack occurs. When an attack occurs, Forensic Data collected may include but is not limited to the following:

- The Device Data mentioned above at the time of the attack;
- The device location data at the time of the attack;
- The MAC address of the suspected attacker;
- The application name, bundle ID, and version of the suspected malicious apps.

Device Data and Forensic Data together, are hereinafter referred to as "***Data***". The exact nature of any Data collected is determined by the entity that made the Cloud Application available to you. ***Data may be provided to you in various forms or documentation and any such documentation is considered confidential and proprietary of Zimperium and you are prohibited from copying or disclosing same outside of the permissible use as defined in this Agreement without prior written consent of Zimperium.***

      b.   You consent to our collection, transmission, storage, monitoring, copying, processing, analysis and use of the Data to administer the Cloud Application, to develop and improve Zimperium software and the Cloud Application and our other products and services, and to monitor compliance with these Terms. You acknowledge that this may include transmission of your Data to or from locations in the United States, Europe, and other countries or jurisdictions, potentially including those outside of where you reside or use the Cloud Application. We may also disclose Forensic Data as needed to cooperate with law enforcement activities and otherwise

to fulfill our legal obligations and protect our legal rights. You are solely responsible for securing any privacy-related rights and permissions from your individual users of the Cloud Application, consistent with this Section, as may be required by local law or by your organization's internal policies.

7.   User Rights Under General Data Protection Regulation (GDPR)

Zimperium cares about your data privacy and wants to be transparent about the following:
- What data is collected.
- How the data is used.
- Your rights to control the data.
- How Zimperium's Software is enhanced to accommodate GDPR.

Zimperium has made changes to our Software and our privacy statement which may be found at https://www.zimperium.com/privacy-policy. These changes align with the standards established by the General Data Protection Regulation (GDPR). This regulation is a set of laws passed in the European Union. Zimperium respects your personal data, and never sells it to third parties.

For more information on GDPR and limiting personally identifiable information (PII) data, see the following website: https://www.eugdpr.org/

For an end user with the Zimperium MTD application (formerly known as zIPS), Zimperium supports the following user requests:
- General GDPR Information Inquiry
- The Right to Access
- The Right to Be Forgotten

For each of these requests you can:
- Request general GDPR information using the email gdpr@zimperium.com.
- Request an inquiry (or "Right to Access") for the data persisted about you.

This is requested on the Zimperium Customer Support Portal by entering a ticket on this website: https://support.zimperium.com
- Request a removal of your information (or "Right to Be Forgotten") for the data persisted about you. This is requested on the Zimperium Customer Support Portal by entering a ticket on this website: https://support.zimperium.com.

Note: The "Right to be Forgotten" request causes your information to be permanently removed and going forward you will be an anonymous user to the Software. This request cannot be rolled back or undone.

8.   Contacting You

As part of making the Cloud Application available to you, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Cloud Application, which you may not be able to opt-out from receiving.

9.   Third-Party Software

The Cloud Application may be accompanied by or utilize certain third-party software components, libraries or applications that are distributed (with or without modifications) under open-source licensing terms (the "***Open-Source Components***"). Your rights with respect to the Open-Source Components are, to the extent of any conflict with these Terms, governed by and subject to the terms of the open-source licenses under which they are distributed. You are responsible for complying with those licenses. Please refer to our website for more specific

information regarding the Open-Source Components that we redistribute and the licenses that apply to them. You may not assume or infer that we endorse, or that we have reviewed, verified, or authenticated, any Open-Source Components or other third-party software that may be furnished with, available through, or used in connection with the Software or Cloud Application. Open-Source Components and any other third-party software, and the information or results provided by them, may be unreliable, inaccurate, incomplete, delayed, or otherwise defective. We make no representations, warranties, or guarantees in connection with any third-party software or the information or results provided by it. You acknowledge sole responsibility for and assume all risk arising from your use of or reliance on any third-party software.

10. Termination

Your rights under these Terms will expire at the end of the Trial Period specified above. Your access to the Cloud Application may be immediately terminated or may be terminated at any time following the expiration of the Trial Period. Continuing use of the Cloud Application will require your entering into a new agreement with Zimperium. We have no obligation to offer you continuing access under a new agreement and we may condition continued access upon your acceptance of revised or new terms and conditions. Your rights under these Terms will automatically terminate, and we may suspend or terminate your Account and your use of the Cloud Application, immediately and without notice if you breach any of these Terms. In addition, we may suspend your Account and your use of the Cloud Application as we deem appropriate to prevent, investigate, or otherwise address any suspected misuse of the Cloud Application. The provisions of Sections 3, 4, 10, and 11 through 16 will survive any expiration or termination of these Terms.

11. Disclaimers

     a. You understand and agree that the Cloud Application is provided to you "AS IS" and on an "AS AVAILABLE" basis. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. We make no warranty that the Cloud Application will meet your requirements, will detect or prevent all security threats or vulnerabilities, or be available on an uninterrupted, secure, or error-free basis.

     b. Some states or jurisdictions do not allow the exclusion of express or implied warranties in certain circumstances, so the above disclaimer may not apply to you. IN THAT EVENT, SUCH EXPRESS OR IMPLIED WARRANTIES SHALL BE LIMITED IN DURATION TO THE MINIMUM PERIOD REQUIRED BY THE APPLICABLE LAW.

12. Limitation of Liability

     a. OUR TOTAL LIABILITY TO YOU FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY SHALL BE ZERO U.S. DOLLARS ($0); PROVIDED, HOWEVER, THAT WHERE LEGAL LIABILITY CANNOT BE EXCLUDED, BUT MAY BE LIMITED, OUR TOTAL LIABILITY SHALL INSTEAD BE LIMITED TO THE SUM OF FIFTY U.S. DOLLARS ($50).

b. WE WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR COSTS OF SUBSTITUTE GOODS OR SERVICES, OR FOR LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, ARISING IN ANY WAY OUT OF THESE TERMS OR RESULTING FROM YOUR ACCESS TO, USE OF, OR INABILITY TO ACCESS OR USE THE SOFTWARE AND/OR CLOUD APPLICATION, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

c. You acknowledge that it is your responsibility to implement back-up plans and other safeguards appropriate for the value of the networks, devices, data, and systems with which you use the Cloud Application and, accordingly, that the foregoing exclusions and limitations of damages and liability are reasonable. The allocation of risk described in this Section 13 is an essential basis of the bargain between you and us, and without it, the fees charged for the Software and Cloud Application would be significantly higher. To the extent, if any, that applicable local laws prohibit the exclusion or limitation of certain liabilities or damages, the provisions of this Section 13 will apply only to the maximum extent permitted by such laws.

13. Maintenance and Support
We have no software maintenance or technical support obligations under these Terms.

14. Export Control
You agree to comply fully with all relevant export laws and regulations of the United States and other applicable jurisdictions to ensure that the Cloud Application, and any direct product thereof, are: (i) downloaded or otherwise exported or re-exported directly or indirectly in violation of such export laws and regulations; or (ii) used for any purposes prohibited by the such export laws and regulations, including but not limited to nuclear, chemical, or biological weapons proliferation.

15. U.S. Government End Users
The Cloud Application consist of "commercial items," "commercial computer software" and "commercial computer software documentation," as those terms are used in FAR Subpart 12.2, DFARS 227.7202 and other government acquisition regulations, as applicable. Any use, duplication, or disclosure of the Cloud Application by the U.S. government is permitted solely as expressly provided in Section 2 above and is subject to restrictions as set forth in these Terms.

16. General
These Terms will be governed by and construed in accordance with the laws of the State of Texas, without regard to or application of conflict of laws rules or principles. The parties to these Terms irrevocably consent to the jurisdiction of, and venue in, the state or federal courts located in the State of Texas for any disputes arising under these Terms. Our failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, the remaining provisions

of these Terms will remain in full force and effect. You may not assign, delegate or transfer these Terms or any of your rights or obligations hereunder without our prior written consent, and any attempt to do so will be void. We may assign these Terms without your consent. These Terms constitute the entire agreement between you and us regarding the Software and Cloud Application, and they supersede and replace any prior agreements and understandings between you and us regarding the Software or Cloud Application.

17. Contacting Us

If you have any questions regarding these Terms, please contact us via email at: licensing@zimperium.com.

By using the Cloud Application, you indicate your acceptance of this Agreement and all of its terms and conditions.

Agreement version: October 2023