<u>**TERMS OF SERVICE**</u>

Patch My PC, LLC
Last Updated: February 29, 2024

These Terms of Service ("**Terms**") cover your organization's ("**Customer**") use of and access to the Software and services provided by Patch My PC, LLC ("**Patch My PC**"). Unless your organization has already agreed to Terms of Service with Patch My PC on or after the "Last Updated" date above, you are accepting these Terms on behalf of your organization, and you warrant and represent that you have authority to bind your organization. Please refer to <u>Section 10</u> for the definitions of capitalized terms that are not defined prior to first use.

Section 1
Grant of License

1.1 <u>**Software Subscription**</u>.

    (a) **Software License**. Patch My PC grants Customer and its wholly or majority-owned affiliates a non-exclusive, limited license to use its Software for the Subscription Term as set forth in the applicable Quotation. This license is non-transferrable as set forth in <u>Section 2.4</u>, below. Customer shall have no rights with regard to the source code of the Software. For licenses to on-premises Software, Patch My PC will make all Software, installs, and updates available via digital download; Customer may retain backup copies when applicable.

    (b) **Trial License**. Patch My PC may provide Customer access to the Software for a trial period before purchase. A trial period license is a non-exclusive, limited, nontransferable license to use the Software for the pre-determined trial period. Patch My PC may immediately revoke this trial license upon Notice to Customer.

    (c) **Not For Resale License**. Patch My PC may provide access to the Software under a Not for Resale License which Customer may not use for production or use with its own customers. A Not for Resale License is a non-exclusive, limited, nontransferable license to use its Software for the pre-determined trial period in a lab environment. Patch My PC reserves the right to immediately revoke the Not for Resale License upon Notice to Customer.

Section 2
Restrictions

2.1 <u>**General License Restrictions**</u>. Customer may not use the Software for more Devices than licensed Device count purchased, as set forth on the applicable Quotation, except as provided in <u>Section 2.2</u>.

2.2 <u>**License Increase Exception**</u>. Customers who purchase a Software Subscription may use the Software for up to 10% more Devices than originally purchased to allow for normal growth within the Subscription Term. Customer agrees to provide Notice to Patch My PC if it needs to

exceed 110% of its licensed device count to determine if a modification to the license count and payment is required for the current Subscription Term.

2.3 **Reverse Engineering**. Customer will not reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, underlying ideas, underlying user interface techniques, or algorithms of the Software by any means whatsoever, whether directly or indirectly. Customer will use its best efforts to prevent its employees and contractors and any third parties from attempting to do any of the foregoing. Patch My PC may immediately terminate Customer's license for any failure to comply with this section.

2.4 **Non-Transferable**. Customer will not transfer, assign, or sublicense their license to any other person or organization, except for Customer's affiliates and successors. Any other attempted transfer, assignment, sublicense, or use will void Customer's license.

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Section 3
Ownership and Rights Reserved

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3.1 **Software Licensed, not Sold**. The Software is provided exclusively under a license. Patch My PC reserves all rights not expressly granted in these Terms. All intellectual property rights such as, but not limited to copyrights, database rights, patents, trademarks, trade names, logos, domain names, and derivative rights relating to the Software, including new developments, and underlying software, and any services (hereafter also the "**Intellectual Property Rights**") are and will remain the exclusive property of Patch My PC. Notwithstanding any contrary language in any Customer-issued purchase orders or other documents, all right, title, and interest in and to the Software, documentation, and corresponding intellectual property (other than any license to the Software) remains the property of Patch My PC.

3.2 **Ownership of Third-Party Content**. All right, title, and interest in and to third-party patches which may be accessed through the Software is the property of the respective owners and are protected by applicable laws and treaties, including intellectual property laws. These Terms do not grant Customer any ownership rights to such content.

3.3 **Open-Source Software**. The Software uses third-party software based on open-source licenses that may supersede these Terms to the extent required by that open-source license. All open-source software is provided "AS IS" and without any warranty. Patch My PC currently uses but is not limited to the following open-source software sources; more information on the terms of these licenses is set forth in Exhibit A, below.

    (a) **Json.NET Notice and Conditions**. The Software may include or utilize certain software which is owned by Json.NET (the "**Json.NET Code**"), the source code of which is available under the MIT License. Patch My PC may make modifications to this Json.NET Code. The license for the Json.NET Code is included here as Exhibit A. Those terms are fully applicable to the use of those portions of the Software that consist of or are derived from the Json.NET Code.

    (b) **Prism Notice and Conditions**. The Software may include or utilize certain software which is owned by Prism (the "**Prism Code**"), the source code of which is available under the MIT License. Patch My PC may make modifications to this Prism Code. The license

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for the Prism Code is included here as Exhibit A. Those terms are fully applicable to the use of those portions of the Software that consist of or are derived from the Prism Code.

(c) **System.ValueTuple Notice and Conditions**. The Software may include or utilize certain software which is owned by System.ValueTuple (the "**System.ValueTuple Code**"), the source code of which is available under the MIT License. Patch My PC may make modifications to this System.ValueTuple Code. The license for the System.ValueTuple Code is included here as Exhibit A. Those terms are fully applicable to the use of those portions of the Software that consist of or are derived from the System.ValueTuple Code.

(d) **Polly Notice and Conditions**. This Software may include or utilize software that was copyrighted in 2015 by App vNext.

3.4 Customer Ideas. If Customer (or its affiliates or successors) provide Patch My PC with any ideas, suggestions, feature requests, recommendations, or other feedback (collectively, "**Ideas**") relating to the Software, Patch My PC shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, non-exclusive, perpetual license to use such and implement such Ideas in the Software.

3.5 Access to the Software. To use the Software, Customer must provide Devices, operating systems, and licenses necessary to use the Software, including the licenses for applications and software downloaded or installed through the Software. Customer will use commercially reasonable steps to ensure that it does not disturb or interfere with the operation of the Software. If any Software update requires changes in Customer's Device or software, the Customer must implement these changes at their own expense.

3.6 Software Delivery. Patch My PC will deliver the initial access to the subscription through an email that will allow the use of the Software.

3.7 Availability. For Customers who purchase a license to the SaaS, Patch My PC commits to using commercially reasonable efforts to make the SaaS available 24 hours per day and 365 days per year.

3.8 Appropriate Use. Customer shall not edit, alter, abridge, or otherwise change in any manner the content of the Service, including, without limitation, all copyright and proprietary rights notices. Customer may not, and may not permit others to (including any Authorized User): (i) reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from the Software; (ii) modify, translate, adapt, alter, or create derivative works from the Software; copy, distribute, publicly display, transmit, sell, rent, lease, or otherwise exploit the Software; (iv) distribute, sublicense, rent, lease, or loan the Software to any third party; (v) harvest, collect, gather, or assemble information or data regarding other users of the Software, except to the extent that such information or data is publicly available; (vi) transmit or process through the Software any unlawful, immoral, libelous, tortuous, infringing, defamatory, threatening, vulgar, or obscene material or material harmful to minors; (vii) transmit material containing malware; (viii) interfere with or disrupt the integrity or performance of the Software or the data contained therein or connected thereto; (ix) attempt to gain unauthorized access to the

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Software, computer systems, or networks related to the Software; or (x) harass or interfere with any other user's use and enjoyment of the Software.

Section 4
Confidentiality

4.1 **Confidential Information**. Both Patch My PC and Customer will keep confidential, and not disclose to any third party any Confidential Information which may be provided in connection with these Terms. Both parties shall employ reasonable technical, administrative, and physical information security controls to safeguard Confidential Information embodied in electronic form from unauthorized disclosure, alteration, loss, or other compromise.

4.2 **Compelled Disclosure**. Both the Patch My PC and Customer may disclose Confidential Information pursuant to applicable court order or other legal process if they are compelled by law to do so. The disclosing party will promptly provide the other party Notice before such mandatory disclosure to the extent legally permitted.

Section 5
Fees, Payments, and Refunds

PLEASE NOTE: Sections 5.1 to 5.3 shall apply only to Customers who purchase directly from Patch My PC; Payment terms for Customers who purchase from an authorized reseller are set forth in the agreement between the Customer and reseller.

5.1 **Software Subscription Fees, Invoicing, and Payment**. Customer will pay all undisputed charges specified in each invoice. All charges are quoted and payable in United States Dollars unless designated otherwise on the invoice. All payment obligations are non-cancelable, except as provided below. Payment shall be due within 30 days from receipt of Patch My PC's invoice unless stated otherwise in the invoice. Customer will pay interest at annualized rate of up to 12% on any undisputed balance that is more than 30 days overdue. Any terms and conditions accompanying or incorporated into any purchase order are not a part of these Terms, shall have no legal effect, and shall not be binding on Patch My PC. Customer is responsible for providing complete and correct billing information. Customer agrees to reimburse Patch My PC for any fees or costs associated with returned payments. In the event Customer remits a payment in excess of the invoiced amount due, Customer agrees that Patch My PC may retain such overpayments up to $50, may deduct the administrative costs of issuing a credit from such overpayments, and need not issue any credit if the administrative costs would be greater than the value of the credit.

5.2 **Taxes**. Customer will be responsible for, and will promptly pay or reimburse Patch My PC for, the payment of all sales, use, excise, value-added, or similar taxes, assessments, or duties (or other similar charges) imposed by any governmental agency (including any interest and penalty imposed thereon as a result of any act or omission of Customer that is in accordance with the direction or request of Customer) that are based on, or with respect to, any Software, goods, or services provided by Patch My PC to Customer, or the amounts payable to Patch My PC therefor. Patch My PC will collect and remit sales tax where applicable in the United States.

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Customers claiming tax exempt status must provide appropriate documentation to Patch My PC from each applicable jurisdiction.

5.3   **Refund**. Patch My PC wants you to be 100% satisfied with our services. If you are less than satisfied or believe there has been an error in billing, please contact our Customer Service Department by emailing us at sales@patchmypc.com or calling us at (866) 343-3083. When contacting us, please include all details relating to the Software you have purchased so that we can ensure you are completely satisfied with your experience. Patch My PC, at its discretion, will seek to solve the issue, provide a refund, or offer a credit that can be used for future Software purchases. All refund requests must be made within the earlier of 180 days of purchase or 30 days of receipt of the relevant invoice.

5.4   **Refunds for Reseller Customers**. If Customer has purchased its license through an authorized reseller or other authorized third party and is less than satisfied with the Software, Customer may still seek a refund as set forth in Section 5.3. Patch My PC will reasonably cooperate with the Customer and its reseller to resolve Customer's dissatisfaction; however, any refund or other resolution of the situation may be subject to any legal agreement between Customer and its reseller or to reseller's approval.

5.5   **Software Suspension**. Patch My PC, may, in its sole discretion, suspend the Customer's access to the Software for any unpaid balance that is more than 90 days overdue without limiting its other rights and remedies. Patch My PC will restore Customer's access to Software upon full payment of all overdue payments and interest.

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Section 6
Data Protection

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6.1   **Compliance**. Patch My PC will comply with Data Protection Laws, as well as any other applicable laws, rules, and regulations applicable to Patch My PC's Processing of Customer Data. Customer has the right to take reasonable and appropriate steps to ensure that Patch My PC processes Customer Data in a manner consistent with Customer's obligations under Data Protection Laws, and, following Notice to Patch My PC, to stop and remedy unauthorized use of Customer Data. Patch My PC shall reasonably cooperate with such steps. Patch My PC shall promptly provide Notice to Customer if it concludes it cannot satisfy the obligations set forth in this paragraph. If Customer is subject to the California Consumer Privacy Act ("**CCPA**"), as amended, Patch My PC shall also comply with any other contract requirements for Service Providers set forth in CCPA's implementing regulations at 11 Cal. Code Regs. §§ 7050-7051 as if such requirements were set forth, *mutatis mutandis*, herein.

6.2   **Processing Purpose/Limitation**. Customer authorizes Patch My PC to process Customer Data: (a) as necessary to provide the Software and (b) as otherwise mutually agreed in advance and in writing. Customer and Patch My PC agree that Section 6.12, below, properly describes the categories of Personal Data to be processed, the duration of Processing, and the purposes of such Processing. Patch My PC will not process any Customer Data for any other purpose except: (a) as necessary to fulfill Customer's authorized business purposes as provided in the Terms or other written direction from Customer; or (b) as otherwise required by applicable law, provided Patch My PC notifies Customer of such legal requirement before processing (unless the law prohibits

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such disclosure on public interest grounds). Patch My PC shall process Customer Data within the United States and within such other jurisdictions as may be specified on the applicable Quotation or in a Notice provided to Customer.

6.3 **Prohibition on Selling and Sharing**. Patch My PC will not sell (as defined in applicable Data Protection Laws) or share (for behavioral advertising or other marketing purposes) any Customer Data processed hereunder. Patch My PC may not combine Customer Data with data it receives from or on behalf of other parties unless expressly authorized in writing to do so.

6.4 **Authorized Persons**. Patch My PC will ensure that the personnel it authorizes to process Customer Data are under an appropriate obligation of confidentiality and security with respect to such Customer Data.

6.5 **Subprocessors**. Patch My PC may appoint third parties to process Customer Data on Patch My PC's behalf or perform its obligations under the Terms (each, a "**Subprocessor**"). Patch My PC shall, on Customer's request, provide Customer with a list of all Subprocessors used to process Customer Data. Patch My PC will notify Customer of any new or modified Subprocessors as soon as reasonably practicable following Patch My PC's decision to engage or change such Subprocessor, and in any event, prior to such Subprocessor's processing of Customer Data. Customer shall have the right to object to the engagement of such Subprocessor for reasonable cause. In the event Patch My PC decides to use such Subprocessor notwithstanding Customer's reasonable objection, Customer shall have the right to terminate the Terms as set forth in Section 8.2. Patch My PC will perform reasonable due diligence to ensure that any Subprocessors are able to, and are obligated by written contract to comply with, the Patch My PC's obligations under this Section 6. Patch My PC shall authorize Subprocessors to process Customer Data only to the extent necessary to perform the Subprocessor's obligations. Patch My PC accepts liability for, and shall remain liable to Customer, with respect to third parties' processing of Customer Data.

6.6 **Termination of Processing**. Patch My PC will cease Processing Customer Data upon (a) the termination or expiration of these Terms or (b) on the expiration of all of Customer's licenses to the Software. Patch My PC's obligations under this Section 6 shall survive any termination of these Terms for so long as Patch My PC remains in possession or control of, has access to, or otherwise processes Customer Data.

6.7 **Security**. Taking into account the state of the art, the costs of implementation, the nature of Patch My PC's business, the sensitivity of Customer Data processed, and purposes for which such Customer Data will be processed, Patch My PC shall implement a security program of appropriate technical, administrative, and physical security measures to protect Customer Data from unauthorized access, use, modification, disclosure, or other processing. Patch My PC's security program shall, in any event, include the security controls set forth in Exhibit B.

6.8 **Data Incidents**. Patch My PC shall promptly take all appropriate steps, at its sole cost and expense, to investigate, contain, remediate the cause, and mitigate any effects or potential harms to Data Subjects arising from any Data Incident. Patch My PC shall provide Notice to Customer without undue delay, and in any event within 72 hours if Patch My PC becomes aware of a Data Incident. Such notice shall include all information reasonably available regarding the

scope, nature and effects of the Data Incident, and affected Data Subjects, and Patch My PC shall promptly provide material updates to Customer as available. If the Data Incident resulted from Patch My PC's breach of these Terms or violation of Data Protection Laws and Data Protection Laws require notice to authorities or individuals, or other remedial action, then Patch My PC shall reimburse Customer for the reasonable costs of providing such notice or remedial action. Such reimbursement shall be subject to the limits of liability stated in <u>Section 7.1</u>, below, except that the maximum amount of such limits shall be doubled.

6.9 <u>**Data Subject Rights**</u>. Patch My PC will provide Notice to Customer without undue delay of (a) any communication from a Data Subject exercising any rights in Personal Data under Data Protection Laws ("**Rights Request**"), and (b) any inquiry or notice from any official or governmental authority regarding a party's Processing of Personal Data under these Terms ("**Regulator Request**") or compliance with applicable Data Protection Laws. Patch My PC will cooperate as reasonably necessary, at Customer's expense, to assist Customer in the fulfilment of a Rights Request or in connection with any response to a Regulator Request. To the extent Patch My PC receives a Rights Request directly from a Data Subject regarding data processed under these Terms, then Patch My PC shall direct the Data Subject to contact Customer in relation to the Rights Request. Patch My PC shall not delete any Personal Data held on Customer's behalf unless authorized in writing by Customer, unless in Patch My PC's good faith belief, Patch My PC is prohibited from seeking such authorization or is obligated to delete such Personal Data without or before any such authorization is granted.

6.10 <u>**Assistance**</u>. To the extent necessary in relation to Patch My PC's Processing of Customer Data hereunder, Patch My PC will provide reasonable assistance to Customer, at Customer's expense, with any data protection impact assessments, or any prior consultations with official or governmental authorities which may be required under applicable Data Protection Laws.

6.11 <u>**Oversight**</u>. Patch My PC shall reasonably cooperate with Customer, at Customer's expense, in the event of any questions about the design or efficacy of Patch My PC's security program.

6.12 <u>**Personal Data Processing Details**</u>. The description of Patch My PC's processing of Personal Data under these terms is available at https://patchmypc.com/privacy. Patch My PC may update this description from time to time and the most recent revision shall be deemed to be incorporated into these Terms.

6.13 <u>**Transfers of Personal Data from the European Economic Area, United Kingdom, or Switzerland**</u>. Customer warrants and represents that it has obtained and shall maintain the explicit consent, consistent with the requirements of Data Protection Laws (including, if applicable, Article 49(1)(a) of the General Data Protection Regulation) of all Data Subjects to which the Customer Data shall relate for the transfer of Personal Data from the jurisdiction in which it originates, which may include the European Economic Area, United Kingdom, or

Switzerland, for processing in the United States. Customer shall indemnify and hold Patch My PC harmless for any breach of its obligations under this section.

Section 7
Limitation of Liability and Indemnification

7.1   Limitation of Liability. In no event will Patch My PC be held liable to Customer or any third party for any special, incidental, indirect, punitive, exemplary, or consequential damages, or damages for loss of business, loss of profits, business interruption, or loss of business information arising out of the use or inability to use the program, or for any claim by any other party, even if Patch My PC has been advised of the possibility of such damages. Except for its indemnification obligations below, Patch My PC's entire liability with respect to its obligations under these Terms or otherwise with respect to the Software will not exceed the amount paid by the Customer to Patch My PC within the 12-month period preceding the incident or omission giving rise to the liability.

7.2   Indemnification. Customer and Patch My PC agree to indemnify, defend, and hold harmless the other party, its officers, directors, employees, agents, and third parties, for any losses, costs, liabilities, and expenses (including reasonable attorney's fees) relating to or arising from their violation of any applicable laws, rules, or regulations. Further, Patch My PC agrees to indemnify Customer for claims brought against Customer alleging that the Software violates or infringes upon the intellectual property rights of a third party. The indemnified party reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the other party, in which event the other party will fully cooperate in asserting any available defenses.

7.3   Remedy for Infringement. In the event a court or other tribunal of competent jurisdiction makes a determination that the Software infringes on or otherwise violates any third-party registered patent, trade secret, copyright, or trademark, or if Patch My PC determines that the Software likely infringes or otherwise violates a third party's intellectual property rights, Patch My PC, at its sole option and expense, will: (a) modify the allegedly infringing or violating portion of the Software so as to make it non-infringing and non-violating; (b) replace the allegedly infringing or violating software, or any portion thereof, with a non-infringing and/or non-violating product having reasonably equivalent functionality; (c) obtain the right for Customer to continue using the allegedly infringing or violating portion of the Software; or (d) revoke the license to the allegedly infringing or violating Software and provide a pro-rata refund to Customer for all fees prepaid but unearned fees for the Software. Patch My PC will have no obligation under these Terms relating to any indemnification if a claim results from any of the following: (i) Customer's continued use of the infringing or violating Software after Patch My PC makes one of the foregoing remedies available to Customer; (ii) Customer's modification of the Software; or (iii) Customer's use of the Software in any manner other than as permitted under these Terms.

7.4   Force Majeure. Any failure or delay by either party in the performance of its obligations pursuant to these Terms, except for Customer's payment obligations, will not be deemed a default or breach of these Terms or a ground for termination to the extent such failure or delay is due to computer, Internet or telecommunications breakdowns, denial of service attacks, fire,

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flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil unrest, rebellions or revolutions, strikes, supplier and third-party failure, lockouts, labor difficulties, quarantines, health related orders, or other similar actions taken by governmental authorities, or any similar cause beyond the reasonable control of the non-performing party.

Section 8
Termination

8.1   Termination for Convenience. Either party may terminate these Terms at any time without cause by providing 60 days prior written Notice to the other party. If Patch My PC terminates pursuant to this section it will, within 30 business days, repay a pro-rata refund for unused fees which were prepaid by Customer. No refund is due if Customer terminates pursuant to this section, except as provided in Section 5.3.

8.2   Changes to Terms. Patch My PC reserves the right to change these Terms. Patch My PC may change these Terms with respect to users of Patch My PC's SaaS offering by posting the updated Terms in a conspicuous location within the SaaS. For other versions of the Software, Patch My PC may change these terms by providing Customer with Notice of the changes. The most current version of these Terms will supersede all previous versions. If Patch My PC revises these Terms, Customer may send Notice to Patch My PC within 14 days that it rejects the change to the Terms. In that event, these Terms shall continue to apply for 30 days after the date on which Customer sent such notification. At that time, these Terms, along with all licenses granted by Patch My PC to Customer, will terminate and Patch My PC will, within 30 business days thereafter, provide Customer a pro-rata refund for any prepaid but unused fees.

8.3   Termination for Cause. Either party may terminate these Terms due to the other party's material breach of these Terms by providing notice and a 30-business day window to cure the material breach. If Patch My PC does not cure its material breach, then Customer may terminate these Terms and Patch My PC will, within 30-business days, repay a pro-rata refund for unused fees which were prepaid by Customer. If Customer does not cure its material breach, then Patch My PC may suspend its license, terminate these Terms, and pursue any other remedy at law.

8.4   Customer's Obligation Upon Termination. Upon termination of these Terms, Customer's licenses to Patch My PC's Software shall automatically terminate. If Customer uses the Software on an on-premises basis, Customer will destroy any copies of the Software, and upon request by Patch my PC, certify that all copies have been destroyed, except as retained in Customer's offline backup system. If Customer retains copies of the on-premises version of the

Software in an offline backup program, Customer shall promptly destroy or delete such copies once they are no longer required to be retained under such program.

8.5 **Surviving Provisions**. All provisions relating to confidentiality, proprietary rights, non-disclosure, indemnification, payment, and limitation of liability will survive any termination of these Terms. All provisions relating to Data Protection will survive as set forth in Section 6.

Section 9
General

9.1 **Warranty**. Patch My PC represents that the Software will operate materially as it is designed and that it uses commercially reasonable efforts to develop the Software. Customer's sole remedy under this warranty is for Patch My PC to correct any defect within a commercially reasonable time. However, it does not represent or warrant that its Software is error-free. Except as provided herein, the Software is provided "AS IS" and without any warranty of any kind, including any implied warranties such as the warranties of merchantability and fitness for a particular purpose. The Software is also provided without warranty as to the performance or results you may obtain by using the Software.

Customer is responsible for determining the appropriate use of the Software and assumes all of the risks associated with the use of it, including but not limited to the risks of program errors, damage to or loss of data, programs or equipment, and unavailability or interruption of operations. Any installation or download of third-party updates through the Software will be the sole responsibility of the Customer and it will be solely responsible for complying with the terms and conditions governing such applications or software.

9.2 **Disclaimer of Recommendations**. Patch My PC does not endorse or sponsor any commercial product, service, or activity of any third-party vendor. Customer agrees that nothing in these Terms will be construed to imply that Patch My PC is in any way liable for the products or services of a third-party vendor regardless of whether such product or service employs technology developed by Patch My PC or is recommended by Patch My PC employees.

9.3 **Governing Law and Venue**. Unless Customer selects Delaware as an alternative using the procedures set forth below, these Terms will be construed and enforced in accordance with, and governed by, the laws of the State of Colorado without giving effect to principles of conflicts of law. Customer and Patch My PC unconditionally waive all rights to a trial by jury for any dispute arising in connection with these Terms. Customer and Patch My PC also agree that the venue of any litigation arising out of or related to these Terms or the Software shall be the state or federal courts in Denver, Colorado. The parties waive any objection to such venue on the basis of venue, *forum non conveniens*, or related doctrines. In no event shall the United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transaction Act apply to any dispute between the parties arising out of or related to these Terms or the Software. However, notwithstanding the foregoing, within 14 days of accepting these Terms, Customer may select the law of the state of Delaware as the governing law by providing Notice to Patch My PC specifying such state; in such event, the laws of the State of Delaware shall be deemed to replace the laws of the State of Colorado in the foregoing text in this paragraph. Likewise, within 14 days of accepting these Terms, Customer may select

the courts of the state of Delaware as the venue for any dispute between the parties by providing Notice to Patch My PC specifying such state; in such event, the courts of the State of Delaware shall be deemed to replace the courts of Denver, Colorado as the venue for such disputes.

9.4   **Integration Clause**. These Terms supersede all previous oral and written agreements including any terms and conditions included in Customer's purchase order and it constitutes the complete and entire agreement of the parties. Patch My PC may revise these Terms as set forth in Section 8.2, above. The parties may also revise these Terms in a document signed by both parties. No other methods of revising or amending these Terms shall be effective.

9.5   **Headings and Other Materials**. Section headings and any overview or summary of these Terms are only for convenience and are not to be considered a part of these Terms or be used to define, limit, or construe the scope of any term or provision of these Terms.

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Section 10
Definitions

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Confidential Information: Any non-public information disclosed by one party to this contract to the other party, either directly or indirectly, (including, without limitation, pricing, trade secrets, product roadmaps, services, customers, Software, inventions, engineering, hardware information, marketing or financial information), which is designated as "Confidential," "Proprietary" or an alike designation, or should reasonably be understood to be confidential or proprietary information given the nature of the information and the circumstances of the disclosure.

Customer: Every person or company that purchases or is granted a license to the Software, uses any of Patch My PC's Software, or agrees to these Terms.

Customer Data: Any Personal Data that Patch My PC may process on Customer's behalf under these Terms, excludes Personal Data relating to Customer and its personnel that Patch My PC maintains on its own behalf, and, with respect to which, Patch My PC determines the purposes and means for processing.

Data Incident: Any unauthorized destruction, loss, alteration, disclosure, acquisition or use of, or access to, Customer Data transmitted, stored, or otherwise processed under these Terms.

Data Protection Laws: All applicable foreign, state, or federal laws, statutes, regulations, rules, executive orders, directives, or other official guidance relating to data protection, privacy, data security, electronic communications, or Data Incidents that are applicable to a party or Customer Data processed under these Terms.

Data Subject: A natural person to whom, or household to which, Personal Data relates.

Devices: Every Customer device that can be updated by Patch My PC's Software.

File Hosting Service: Patch My PC's update catalog of third-party software. The File Hosting Service shall be considered a component of the Software.

Notice: A formal, written notice from one party to the other. Notice to Patch My PC can be provided via email to legal@patchmypc.com or by certified mail to this address: Attn: Legal Department, Patch My PC, LLC, PO Box 1436, Castle Rock, CO 80104. Patch My PC may provide formal written notice to Customer at the postal address or email address on the Customer's Quotation or invoices.

Personal Data: Any data within the Customer Data that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular Data Subject, including without limitation, all information defined as "Personal Information" or analogous definitions in Data Protection Laws.

Processing: (and related forms of "process") refers to any operation or set of operations which is performed on data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, use, disclosure, transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. Processing (and its related forms) shall have the meaning set forth in this paragraph regardless of whether they are capitalized when used throughout the Terms.

Quotation: A document from Patch My PC (that details (a) the nature of the license to Software that Patch My PC offers to Customer, and, in particular, whether that license is to Patch My PC's SaaS or on-premises Software; (b) the duration of the license; and (c) the cost, if any, for such license. If Customer uses the Software in a situation where Patch My PC has not issued such a document, the Customer shall be offered a 60-day "trial period" license as set forth in Section 1.1(b) without cost. A Quotation shall expire on its expiration date if an expiration date is set forth therein. A Customer may accept the offer set forth in a Quotation by paying the applicable cost or using the license. Customer may not add, remove, or change terms to the offer set forth in a Quotation. For purposes of this paragraph, Patch My PC includes any resellers authorized by Patch My PC.

SaaS: Patch My PC's Software, provided and licensed under a Software-as-a-Service (rather than on-premises) model.

Software: Any Patch My PC software including all Patch My PC cloud-based services.

Software Subscription: Any Software licensed to Customer by Patch My PC on a periodic licensing model that allows the Customer to pay a per-Device fee. The Customer will pay the initial subscription fee specified in the Customer's Quotation upfront and is entitled to use the Software specified in the Customer's Quotation for the Subscription Term.

Subscription Term: The duration of the license to the Software as set forth in the applicable Quotation. The Subscription Term shall begin when Customer begins to use the license.

<p style="text-align:center">EXHIBIT A: OPEN SOURCE LICENSES</p>

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