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for
WOMBAT SOFTWARE OR SOFTWARE AS A SERVICE

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2. Customer Obligations.

2.1 Customer covenants that it will comply with all of Wombat's policies and procedures as set forth in the then-current Wombat Operational Procedures Manual which shall be provided to Customer by Wombat upon request, and that it will comply with all applicable laws in connection 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.

2.2 "Customer Content" shall mean information and materials provided by Customer or its employees or agents, regardless of form, including (without limitation) Customer trademarks, trade names, service marks, logos and designs, e-mail addresses of Customer personnel, and images, graphics, and text, 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 in connection with 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 Wombat or its 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 cyber security attack campaigns for purposes of employee training, but that Customer, and not Wombat or any Wombat resellers, shall be solely responsible for compliance with all laws and governmental regulations, and any results in connection with its use of the Software (including any reports or information produced in connection therewith).

2.3 Customer shall keep the credentials (e.g. usernames and passwords) provided by Wombat and/or chosen by Customer in connection with the use of the Software confidential and not disclose any such credentials to any third party. In addition, Customer shall notify Wombat 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. Wombat 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. Term and Termination. This Agreement shall remain in effect during the initial term specified in the Quote 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 Agreement by Customer, Wombat may immediately terminate this Agreement and the License to use all Software by written notice to Customer. For any other breach of this Agreement, Wombat will provide Customer with fifteen (15) days written notice of such breach and if Customer does not cure the breach within the fifteen (15) day notice period, Wombat may immediately terminate this Agreement. Upon any termination, Customer's right to use and access the Software shall be terminated.

4. Confidentiality.

4.1 Customer acknowledges that the Software, related documentation, and other confidential information that may be provided by Wombat or its authorized representative or reseller (collectively "Confidential Information") is confidential information of Wombat. Customer agrees not to disclose the Confidential Information to third parties or use the Confidential Information other than in connection with its 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 through no fault of Customer, or (iii) is required to be disclosed pursuant to law or court order provided that Customer shall notify Wombat prior to such required disclosure and assist Wombat in preventing or limiting 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 Wombat irreparable harm and Wombat may obtain injunctive relief as well as seek all other remedies available to Wombat in law and in equity in the event of breach or threatened breach of such provisions.

4.3 Notwithstanding the above, Wombat may aggregate data from Customer for analysis and reporting, provided that none of the individual data is able to be identified as received from Customer or any of its employees or independent contractors.

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