



## Subscription Software Licenses and The End User License Agreement

Customer of Record Name: US ProTech, Inc.  
Company Contact: Jonathan Goetsch  
Contact Email: JP@usprotech.com  
Address: 8275 South Eastern Avenue, Suite 200  
City and Postcode: Las Vegas 89123  
Phone: 949-629-3900  
Website: www.usprotech.com

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5.2 Reports. Licensee shall be responsible for running script or allowing the automated sending of reports to Anamo that shall include, without limitation, information detailing the usage of the Software (including without limitation, the number of servers or devices monitored with the Software). In the event that Licensee has exceeded the number of licenses purchased, such report shall be deemed an order for such additional licenses and is required to remain in compliance with the Agreement. Such additional licenses shall remain in effect and billed at the rates set forth in the Pricing Schedule through the end of the then

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current term unless Licensee otherwise provides written notice that the number of licenses used has been reduced. Licensee shall submit an annual report to Anamo defined as the “License True-up Schedule” each year.

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5.5 Suspension of Services. If Licensee's account, is thirty (30) days or more overdue or it fails to comply with Schedule 2, in addition to any of its other rights or remedies, Anamo reserves the right to terminate the applicable Pricing Schedule, this Agreement, and/or access to the Software.

5.6 Overdue Payments. Any late payments will accrue late charges at the rate of one and one-half percent (1.5%) of the outstanding balance per month, plus a rebilling fee of \$75.00, or the maximum rate permitted by law.

5.7 Taxes. All fees listed in the Price Schedule(s) are exclusive of any taxes. Licensee will be responsible for all taxes, including sales or use taxes, imposed on such amounts, excluding taxes on Anamo's net income.

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5.9 Audit. Anamo may audit Licensee's use of the Software subject to reasonable notice. If an audit reveals that Licensee has underpaid fees to Anamo, Licensee shall be invoiced for such fees. Such audit shall be at Anamo's expense unless fees have been underpaid by five percent (5%) or more, in which case Licensee shall pay for all expenses associated with the audit and fees due. Licensee agrees to retain all relevant business records to justify compliance with the Agreement for a period of three (3) years from the date of any termination.

## **Authorization**

Signing Page

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Executed by the parties as an agreement

Signed by and on behalf, and with the authority, of Anamo, Inc.:

For Anamo: .....

By: Jonathan Goetsch

President & CEO

Date: .....

Email: [Jonathan.Goetsch@Anamo.io](mailto:Jonathan.Goetsch@Anamo.io)

Signed by and on behalf, and with the authority, of:

(Company Name) .....

By: .....

Title .....

Date.....

Email: .....

## **Schedule 1 - CONFIDENTIALITY, TRADE SECRET, AND NON-DISCLOSURE**

THIS CONFIDENTIALITY, TRADE SECRET, AND NON-DISCLOSURE is effective as of the earlier of (i) the date the last party signs the Agreement, or (ii) the date LICENSEE first receives Confidential Information from ANAMO (the “Effective Date”).

A. ANAMO provides certain products including a visibility and governance platform that enables control over changes and configurations in hosted platforms, and provides security analytics to detect anomalies in user behavior and investigates threat patterns to data in hosted platforms (the “Products”);

B. ANAMO is providing its distributors, resellers, or other agents access to Anamo’s internal sales training regarding its Products, the content of which is highly confidential and constitutes a trade secret of ANAMO, including courses on sales practices and competitors (“Training”);

C. the LICENSEE acknowledges that receipt of the Training will be of benefit to the LICENSEE and contribute to the Licensee’s success in sales and compensation for sales of the Products;

D. the LICENSEE acknowledges that the nature of the business in which ANAMO is engaged depends upon the protection of its confidential and proprietary business information, and that if such information becomes public information or is used without authorization, or outside of the scope of authorized use, Anamo’s business is at risk; and

E. in consideration of the covenants and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the LICENSEE is willing to agree as follows:

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information from its status as Confidential Information hereunder nor permit the LICENSEE to release such Confidential Information. The Confidential Information further specifically includes, without limitation, the information disclosed by ANAMO to the LICENSEE and contained in or described on Annexure A.

2. Restriction on Use and Disclosure. The LICENSEE acknowledges and agrees that the Confidential Information has been developed and acquired by Anamo by means of substantial expense and effort, that the Confidential Information is a valuable proprietary asset of the business of Anamo, and that its disclosure to a competitor of Anamo, including, but not limited to, those identified, or any third party, or use by the LICENSEE in violation of this Agreement would cause substantial and irreparable injury to the

2.a The LICENSEE agrees (a) that all Confidential Information heretofore or hereinafter disclosed to the LICENSEE shall be held in confidence for the sole purpose of the Licensee's Training, and (b) that a confidential relationship arises between the parties by reason of such disclosure. Except in accordance with written permission from Anamo, the LICENSEE shall never, directly or indirectly, use the Confidential Information for its own benefit or for the benefit of a third party, or disclose any of the Confidential Information to a third party, excepting only for the purpose of engaging in the Training and performing its duties in sales of the Products. The LICENSEE shall protect Confidential Information by using a high degree of care to prevent the unauthorized use, dissemination, or publication of Confidential Information. The LICENSEE will promptly advise ANAMO of any misappropriation or misuse of any Confidential Information and provide copies of or specifically identify what information or documents have been misappropriated or misused.

3. Non-competition. The LICENSEE further agrees that it will not use or disclose the Confidential Information to compete with Anamo with respect to the Products, nor will the LICENSEE, directly or indirectly, for itself or in conjunction with or on behalf of any other individual or entity, use or disclose the Confidential Information to solicit, divert, take away, or endeavor to develop or manufacture products or services that compete with Anamo, or take away from Anamo any customer of Anamo.

4. Return of Confidential Information. All documents (in written form or recorded on magnetic or other media) containing Confidential Information, and any copies thereof, shall remain the property of Anamo and shall be returned after the Licensee's need for such materials has expired or upon the request of Anamo.

5. Exceptions. The obligations of the LICENSEE under this Agreement do not apply with respect to information covered within the scope of this Agreement that (a) enters the public domain through no fault of the LICENSEE and not in violation of this Agreement; (b) the LICENSEE is obligated to produce pursuant to court order or other governmental action, subject to the Licensee's compliance with Section 6; or (c) is disclosed by the LICENSEE to a third party with Anamo's prior written approval.

6. Notice of Requested Disclosure. If the LICENSEE is requested or required by law, court order or governmental authority (including, without limitation, by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to produce or disclose any Confidential Information, it will provide Anamo with prompt notice of such request and the

*Anamo, Inc. 8275 South Eastern Avenue, Suite 200, Las Vegas, NV 89123 |*

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documents and/or information requested thereby so that Anamo may seek an appropriate protective order and/or waive compliance with the provisions of this Agreement, during which time the LICENSEE shall not disclose such Confidential Information.

7. Continuing Obligation. This Agreement shall continue in force until terminated by either party upon not less than thirty days prior written notice to the other party. The obligations imposed hereunder with respect to the Confidential Information and the non-competition provisions shall continue indefinitely following termination of this Agreement.

8. Remedies. The LICENSEE acknowledges that (i) compliance with this Agreement is necessary to protect the business and goodwill of Anamo; (ii) a breach of this Agreement will irreparably and continually damage Anamo; and (iii) an award of money damages will not be adequate to remedy such harm. Consequently, the LICENSEE agrees that, in the event the LICENSEE breaches or threatens to breach any of these covenants, Anamo shall be entitled to both: (i) a preliminary or permanent injunction in order to prevent the continuation of such harm and (ii) money damages, including, without limitation, all reasonable attorneys' fees and costs, expert fees, and related expenses, including, but not limited to, costs for both trial and any appeal incurred by Anamo in any such proceeding. Nothing in this Agreement, however, shall prohibit Anamo from pursuing any other remedy. Any action relating to this Agreement or any breach thereof shall be brought only in the Court of Common Pleas of Franklin County, Ohio, or in the United States District Court for the Southern District of Ohio in Columbus, Ohio. Each party hereby submits to the personal jurisdiction of such court for such purpose and waives any objection to venue in such court. This Agreement shall be governed by the laws of the State of Ohio without regard to its conflicts of laws principles.

9. Indemnity. The LICENSEE agrees to indemnify and hold harmless Anamo, its officers, directors, employees, agents, and representatives, against any expenses, losses, damages or liabilities incurred by it or any of them as a result of the breach of this Agreement by the

LICENSEE, its, employees, representatives, or agents, and will reimburse them for any legal and other expenses incurred by any of them in connection with any such breach including all legal costs, expert fees and related expenses, including, but not limited to, costs for both trial and any appeal of any lawsuit.