STICKLEY ON SECURITY LICENSE AGREEMENT
AGREEMENT DATE: 9/30/2021

OFFICE ADDRESS:

Stickley on Security
4215 Miguel View Rd.
La Mesa, CA 91941

NAME AND ADDRESS OF CUSTOMER:

This License Agreement ("Agreement") applies to and is provided on behalf of Stickley on Security ("Company"). This Agreement contains the terms, covenants, conditions, and provisions upon which Alabama Oncology ("Customer") may access and use the Stickley on Security solutions, which includes one or more products and services offered by Stickley on Security ("Solutions" or "Solution"). Stickley on Security videos, articles and other forms of content are referred to as "Content".

Years	Users	Service	1 Year Paid In Advance	Total
1	na	Domain Assure (claremontlincoln.edu)	$2,700.00	$2,700.00
1	40	Powered Cybersecurity Training.	$777.60	$777.60
			Total	**3,477.60**

Unless otherwise specified, fees are due at the beginning of each service year. This Agreement will renew annually at after its specified term perpetually unless written cancelation is provided. This Agreement establishes the standard terms and conditions that will apply to the initial transaction and all subsequent transactions which Company and Customer enter into pursuant to this Agreement. Powered Cybersecurity Training fee is an estimate based on active users. Actual fee will reflect the actual number of active users during service year. In witness of this agreement, authorized representatives of the parties have signed this Agreement where provided below, in duplicate copies.

Stickley on Security

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _(signature)_

Printed Name: Dr. Joe Sallustio

Title: Chief Operating Officer

Date: 10/01/2021

1. Terms and Conditions of Use

a. This Agreement provides Customer with a personal, revocable, non-exclusive, non-transferable license to use Solutions conditioned on continued compliance with the Agreement.

b. Customer will not use the solution for any purpose that is unlawful or otherwise prohibited by these Terms and Conditions.

c. Customer will not share, redistribute or otherwise make the content provided by Company available to other organizations without the express written consent of Company.

d. Company reserves the right to terminate Customer access to the solution in the event of a violation of these Terms and Conditions.

e. Customer agrees to receive phishing campaigns from Company systems that requires Company IPs to be whitelisted.

2. Corrections and Changes

a. Company will make every attempt to keep Content current and accurate.

b. Company does not assume responsibility for any errors, omissions or completeness of Content, but will make every effort to immediately correct any error.

3. Use of Content

a. Content is permitted to be used by Customer even if it is no longer available in the Company's Library as long as Customer license remains active.

b. Customer may not use Solution for any unlawful purposes or post, store, or transmit any unlawful, harassing, inflammatory, libelous, threatening, false, defamatory, abusive, obscene, harmful, vulgar, profane, or otherwise objectionable content, as determined by Company.

c. Customer may not use Solutions to post, store, or transmit materials in violation of another party's Trademark, copyright or other intellectual property rights. Customer is solely responsible for determining whether any material Customer posts, stores, or transmits is subject to a third party's rights. Examples of activity include, but are not limited to: copying content found on the internet and posting in Solution; rewriting content and posting in Solution. In addition, the use of third-party trademark, copyright or other intellectual property in payloads related to phishing tests is strictly prohibited. Examples of prohibited phishing payloads include but are not limited to: payloads designed to appear to be sent on behalf of third-party companies without their written consent through the use of company names, logos and domain names. Customers who include another party's Trademark, copyright or other intellectual property will be liable and responsible for any and all legal consequences, fees and penalties.

d. Client is providing permission to Company that will allow Company to send simulated phishing emails, created by client, but sent via Company email services.

4. Privacy Policy

a. Company respects the privacy of Customer. Please see Company's detailed Privacy Policy online at https://www.stickleyonsecurity.com/policy.cfm. By accepting and agreeing to this contract, Customer agrees to Company's Privacy Policy.

5. Intellectual Property Rights

a. All Content, Solutions and trademarks are protected by law, including but not limited to, United States trademark and copyright law, as well as state, national, and international laws and regulations. All rights reserved.

b. All other product and company names and other marks mentioned herein are the property of their respective owners.

6. Confidential Information

a. Company and Client agree (a) to disclose such Confidential Information only to their employees who have a need to know such Confidential Information, (b) to use such Confidential Information only for the purpose stated above and (c) to exercise all due care in safeguarding the Confidential Information against loss, theft or other inadvertent disclosure and to generally take all other steps to ensure maintenance of said confidentiality. Company and SoS shall require any such employees who will either assist them or participate in discussions on their behalf to agree to the terms of this Agreement.

7. User Name, Profile Name, and Password Policy

a. Customer use of certain portions of Solution may require registration and the designation of a user name, profile name and associated passwords (collectively "IDs"). By agreeing to these Terms and Conditions, Customer agrees to be solely responsible for the confidentiality and use of Customer's respective IDs, as well as for any communications entered through the Solutions using Customer IDs.

b. Customer must immediately notify Company if it is aware of any unauthorized use, loss or theft of Customer IDs.

8. **Third-Party Information and Web Sites**

a. Certain information from third parties or independent information providers may be made available from Solution for Customer convenience in locating related information and services. Such information is provided "as is" and on an "as available" basis as it is maintained by third parties over which Company exercises no control.

b. Company makes no representation about, nor guarantees or endorses the reliability of third party information.

c. Company does not endorse, and shall not be liable in connection with, the content, the accuracy of the information, and/or quality of products or services provided by or advertised on these third-party web sites. Use of third party sites is at Customer's own risk.

9. **Disclaimer of Warranty and Limitation of Liability**

a. Use of Solutions are entirely at Customer own risk and is subject to all applicable state, national and international laws and regulations. COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, AND/OR PUNITIVE DAMAGES, ARISING OUT OF OR IN CONNECTION WITH: (A) CUSTOMER ACCESS TO, OR USE OF, SOLUTIONS; (B) ANY PRODUCTS, SERVICES, INFORMATION, ACTIVITIES, AND/OR MATERIALS AVAILABLE ON OR THROUGH SOLUTIONS; (C) ANY BREACHES OF SECURITY INVOLVING THE SOLUTIONS OR CUSTOMER ACCOUNT, ANY LACK OF AVAILABILITY AND/OR OPERATIONAL PROBLEM OF THE SOLUTIONS; AND/OR (D) ANY VIRUSES OR OTHER CODE THAT MAY AFFECT CUSTOMER COMPUTER EQUIPMENT AND/OR OTHER PROPERTY AS A RESULT OF CUSTOMER USE OF SOLUTIONS, EXCEPT AS A RESULT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE COMPANY. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages. In such jurisdictions, our liability is limited to the greatest extent permitted by law.

10. **Term and Termination**

a. This Agreement will take effect at the time of contract execution and renew on monthly basis after initial term has expired unless written notice of cancelation is provided.

b. Customer and Company reserve the right to terminate this Agreement at any time. Termination will be effective with notice. In the event of early termination by Company, Customer will receive a refund for the remaining time of contract. In the event of termination by Customer, final payment will be for the current service month.

11. **Indemnification**

a. Customer will defend, indemnify, and hold harmless Company and its employees, agents, directors, officers, proprietors, partners, representatives, shareholders, servants, attorneys, predecessors, successors, and assigns, from and against any and all claims, demands, proceedings, damages, injuries, liabilities, losses, costs, and/or expenses (including reasonable attorneys' fees and litigation expenses), relating to or arising from Customer's use of Solutions, except in the case of gross negligence or willful misconduct of the Company.

12. **Governing Law & Dispute Resolution**

a. The validity, construction, and performance of these Terms and Conditions shall be construed in accordance with the laws of the State of California. Any disputes arising in connection with these Terms and Conditions shall be resolved by binding arbitration in the State of California by a single arbitrator under the Commercial Arbitration Rules of the American Arbitration Association. The award shall be enforceable in any court having jurisdiction thereof. Exclusive venue for such arbitration shall be in San Diego, California.

b. Solutions are controlled and operated by Company within the United States. We make no representation that materials on Solutions are appropriate or available for use in other locations, and access to them from territories where any of the contents of Solutions are illegal is prohibited. If Customer, of its own volition, chooses to access Solutions from other locations, Customer is responsible for compliance with any applicable local laws.

13. **No Agency**

a. No joint venture, partnership, employment, or agency relationship exists between Customer and Company as a result of this Agreement or Customer utilization of Solutions.

14. **Entire Agreement/Reservation of Rights**

a. These Terms and Conditions and the provisions of the Privacy Policy, which are hereby incorporated as if set forth fully in these Terms and Conditions, represent the entire agreement between Customer and Company with respect to Customer use of and material available on or through Solutions, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written. Any rights not expressly granted herein are reserved.