END USER LICENSE AGREEMENT

This End User License Agreement (this "**Agreement**") is entered into on the date (the "**Effective Date**") specified as part of the corresponding purchase transaction (the "**Transaction Specifications**"), by and between DREAM SECURITY LTD. or an affiliate thereof specified in the Transaction Specifications or otherwise (the "**Licensor**"), and the purchaser thereunder (the "**End-User**").

WHEREAS, the Licensor is a provider of the computer software (the "**Product**") and the related services (the "**Services**") specified in the applicable description listed on the marketplace operated by Amazon Web Services, Inc., which is currently located at https://aws.amazon.com/marketplace/, as it may be updated or relocated from time to time (the "**Product Listing**"); and

WHEREAS, the End-User is interested in purchasing from the Licensor a License (as defined below) to use the Product and the Services, and the Licensor agrees to provide the License and the Services to the End-User, on the terms and conditions hereof.

NOW, **THEREFORE**, in consideration of the foregoing premises and the mutual covenants herein contained, and for other good and valuable consideration, the parties agree as follows:

1. <u>Provision of License & Services</u>. Subject to the terms and conditions of this Agreement and the End-User's compliance with its obligations hereunder, the Licensor shall: (i) deliver and install the Product in accordance with the deployment schedule set forth in the applicable Product Listing (the "**Deployment**"); (ii) grant the End-User with a limited, nonexclusive, non-transferable, non-pledgeable, non-assignable and non-sublicensable license to use the Product during the Term (as defined below), and solely for the purpose of discovering, detecting and contextualizing cyber risks across End-User's networks specified in the Transaction Specifications (the "**License**"); and (iii) provide the Services. The Product is cloud based and its features and capabilities may be updated by the Licensor from time to time due to technological and security reasons.

2. <u>Consideration; Payment Terms</u>. In consideration of the Deployment of the Product, the grant of the License, and the provision of the Services, the End-User shall pay the Licensor and/or any of the Licensor's affiliates, if so instructed by the Licensor in writing, such consideration and on such terms as set forth in the Transaction Specifications (the "**Consideration**"). The Consideration is exclusive of any and all state, provincial, municipal or other government, excise, use, sales, VAT or like taxes, tariffs, duties or surcharges, which shall be borne by the End-User alone; provided, however, that the Licensor shall bear any and all income taxes imposed on its net income in connection with this Agreement. Payments of the Consideration shall be made by the End-User against an invoice issued by the Licensor and/or any of its designated affiliates. Such payments are non-refundable, and End-User hereby waives any and all claims and/or demands for the repayment thereof.

3. <u>Late Payment</u>. Without prejudice to any other rights and/or remedies of the Licensor hereunder or under law or equity, late payments of the Consideration shall bear a daily interest of 0.04%, starting as of the 8th day after the designated payment date, until the date of the actual payment.

4. <u>End-User's Obligations</u>. The End-User shall: (i) ensure that End-User's site complies, prior to the Deployment, with a list of technical prerequisites set forth in the Product Listing (the "**Technical Prerequisites List**") (which Technical Prerequisites List may be altered by the Licensor from time to time to address alternations in network, regulation and/or Product features and requirements, provided, however, that the Licensor shall furnish the updated Technical Prerequisites List to the End-User as early as possible in advance of the required alternation); (ii) provide the Licensor with access to its facilities, infrastructure, systems, including third-party hardware and software, and personnel, and to relevant network information ("**Required Access**"), all as reasonably required by the Licensor for the Deployment and the provision of the License and the Services hereunder; (iii) obtain all necessary approvals, permits and consents of any third party required under contract or equity for the Required Access; (iv) manage and secure all login credentials employed by its personnel in connection with the use of the Product (the "**Login Credentials**"), and protect against unauthorized use or disclosure thereof, and promptly notify the Licensor of any unauthorized use of the Login Credentials or any other breach of security known to the End-User; and (v) make, in a timely manner, such other actions and/or provide the Licensor with such assistance as may be reasonably required thereby to comply with its obligations hereunder, when due.

5. <u>Representations and Warranties of the End-User</u>. The End-User hereby represents and warrants that: (i) the use of the Product and the Services as contemplated hereunder shall be in compliance with all applicable laws and regulations, including but not limited to, applicable data security and privacy laws; (ii) (a) it has all necessary

approvals, permits and consents of any third party required under contract or equity for the Required Access, and (b) the performance of its obligations hereunder will not result in the breach of any applicable law or contract; (iii) without prejudice to the generality of the foregoing, any and all configuration files and data (the "**End-User Data**") uploaded to the Product or otherwise provided to the Licensor hereunder (a) are so uploaded and/or provided in compliance with applicable law, (b) do not infringe upon any third party's rights, and (c) do not contain any viruses, worms, Trojan horses or other harmful or destructive code or content; and (iv) (a) it is fully aware of all applicable anti-corruption and non-bribery laws and regulations of all countries exercising jurisdiction over the contemplated activities hereunder, and undertakes to abide and to cause all persons involved in the performance and consummation of this Agreement on its behalf, including any of its employees, consultants, officers, directors and representatives (each, an "**End-User Representative**"), to abide by such laws and regulations, (b) no action that is prohibited by any anti-corruption laws and regulations that may be applicable to the Licensor and/or to the End-User and/or to any third party involved in the performance and consummation of this Agreement was or will be performed by the End-User or any End-User Representative, and in particular, without derogating from the generality of the aforesaid, no End-User Representative has been, or will be in the future, offered, directly or indirectly, any payment, or anything of value, or was, or will be, promised, or has agreed to receive, or will receive, any such payment or anything of value in consideration for influencing decisions, or making a promise, express or implied to influence decisions, related to the Licensor and/or its business and/or to this Agreement that would violate any anti-corruption laws, and (c) it shall provide its employees, on an annual basis, training with respect to compliance with anti-corruption laws.

6.   End-User Consents and Acknowledgments. By uploading the End-User Data to the Product or otherwise providing the End-User Data to the Licensor hereunder, the End-User consents to Licensor's use of such End-User Data for the purpose of performing its obligations hereunder. The End-User acknowledges and agrees that the End User Data so uploaded will be saved on Licensor's server(s), which may be installed on a reputable third-party hosting facility (that may be changed by the Licensor from time to time) (the "**Server**"), and that the Licensor shall not be responsible for any failures of the Server or loss or destruction of the End User Data saved thereon. The End-User acknowledges that the Licensor does not control the transfer or transmission of data over communications facilities, including the internet, that the operation of the Product may be subject to limitations, delays, and other problems inherent in the use of such communications facilities, and that the Licensor shall not be held responsible or liable for any delays, delivery failures, or other damage resulting from such problems.

7.   Term.   This Agreement shall commence on the Effective Date and shall remain in full force and effect for the period specified in the Transaction Specifications, unless terminated earlier in accordance with the terms and conditions hereof (the "**Term**"). The Term shall automatically extend for additional periods of 12 months each, unless either party notifies the other party in writing, at least 60 days prior to the expiration of the Term (whether original or extended) of its objection to the extension; it is being agreed that the consideration for the extended Term shall be equal to the Consideration payable for the preceding Term, *plus* 5%.

8.   Termination.   If either party commits (i) a material breach of this Agreement and such breach is not cured within 30 days, and in respect to any breach of any representation made under Section 5, 7 days, after a written notice thereof has been furnished to the breaching party by the other party, or (ii) an immaterial breach of this Agreement, and such breach is not cured within 60 days after a written notice thereof has been furnished to the breaching party by the other party; then the other party, at its option, may terminate this Agreement, with an immediate effect, by furnishing a written notice to the breaching party to that effect.

9.   Effect of Termination.   The expiration or termination of this Agreement shall not relieve the End-User from its obligation to pay to the Licensor any outstanding Consideration then due, which payment shall be made no later than 14 days after such expiration or termination. Upon the expiration or termination of the License Term, the Licensor shall be entitled to take all measures available to it (including legal, technological or other measures) to prevent the End-User from continuing using the Product and shall not be liable for any damages, losses, costs or expenses incurred by the End-User in result thereof, and the End-User hereby waives any and all claims, demands and/or liability in respect thereto.

10. Survival.   The provisions of Sections 5 through 25 shall survive the termination of this Agreement.

11. Suspension of License and Services.   Without prejudice to any other rights and/or remedies available to the Licensor hereunder, under law or equity, in the event End-User breaches any of its obligations hereunder (including payment obligations and its representations and warranties); then, the Licensor may immediately suspend the License or the provision of any of the Services and take any action (whether legal technological or other) necessary to prevent End-User's access to the Product, until such time as such breach was cured. The Licensor shall not be liable towards the End-User for any losses, damages costs or expenses related to its decision to suspend the License and/or the

Services or to prevent access to the Product, as aforesaid, and the End-User hereby waives any and all claims, demands and liability in respect thereto.

12. Intellectual Property Rights. As between the parties, any and all rights, including intellectual property rights, pertaining to the Product (including to the software contained therein) and/or the Services, including, but not limited to, all patents, trademarks, copyrights, service marks, trade names, know how, moral rights and trade secrets, and any and all applications in respect thereto, are and shall remain at all times the sole property of the Licensor. The End-User hereby acknowledges and agrees that other than the License granted thereto hereunder, no other rights, including intellectual property rights, pertaining to the Product and/or the Services are or shall be granted, assigned, licensed or otherwise transferred thereto hereunder. The End-User shall not reverse engineer, reverse assemble, disassemble, or decompile the Product (including any software contained therein) or any Confidential Information (as defined below) of the Licensor.

13. Confidentiality. Each party shall keep in strict confidence and not disclose to any third party, without the prior written consent of the other party, the terms and conditions of this Agreement, its existence and any proprietary information obtained from the other party hereunder which is not publicly available (unless so available through the breach of this Section 13 by the receiving party) ("**Confidential Information**"); provided, however, that the receiving party may disclose the Confidential Information to its respective affiliates and its and such affiliates' directors, officers, employees, agents and consultants having a need to know such information in order to carry out the provisions of this Agreement ("**Representatives**"); provided further, however, that any Representatives to which Confidential Information is so disclosed are bound by confidentiality obligations no less onerous than those contained herein. The receiving party shall be responsible for any breach of the confidentiality obligations contained herein by its Representatives. Upon the written request of the disclosing party, the receiving party shall return thereto all Confidential Information, including all records, products and samples received, and any copies thereof, whether in its possession or under its control, and shall erase all electronic records thereof, and, if requested, shall so certify to the disclosing party in writing.

14. Limited Warranty. End-User acknowledges and agrees that the Product and the Services are provided on an "as is" and "as available" basis, and that the Licensor does not make, and hereby disclaims, any warranty that the operation of the Product and the provision of the Services will be uninterrupted, error-free, or completely secure. The Licensor does not make, and hereby disclaims, any and all implied warranties, including implied warranties of merchantability, fitness for a particular purpose and non-infringement.

15. Limitation of Liability. In no event shall the Licensor be liable for any consequential, incidental, special, indirect, exemplary or any similar damages, including for lost profits, loss of business, loss of revenues or loss of data, whether arising under contract, law or equity. Without prejudice to the foregoing, the Licensor's aggregate liability in relation to this Agreement shall be limited to the consideration actually received by the Licensor hereunder during the 6 months' period preceding the event which gave rise to Licensor's liability.

16. Licensor's Compliance with Laws. Notwithstanding anything to the contrary in this Agreement, the End-User acknowledges and agrees that the performance of the Licensor's obligations hereunder is always subject to any and all applicable laws and regulations and in no event shall the Licensor be required to perform any of its obligations if such performance becomes illegal or unlawful.

17. Governing Law & Jurisdiction. Any and all matters concerning this Agreement shall be exclusively governed by the laws of England, regardless of its conflict of laws rules. The parties shall attempt to amicably resolve any controversy, claim or dispute arising out of or in relation to this Agreement ("**Dispute**"), through good-faith discussions between senior executives of the parties. If a Dispute is not amicably resolved within thirty (30) days (or such other period agreed upon by the parties) of commencing the discussions, then such Dispute shall be exclusively settled by a binding closed doors arbitration under the Rules of Arbitration of the London Court of International Arbitration by one arbitrator to be appointed in accordance with said rules. The arbitration shall be conducted in English and take place in London, England. The prevailing party shall be entitled to reimbursement of its reasonable attorney's fees. The foregoing notwithstanding, either party may seek a preliminary injunctive relief (or other provisional remedy) from any court of competent jurisdiction.

18. Assignment. This Agreement and the rights and obligations hereunder are not transferable, pledgeable or assignable, by either party without the prior written consent of the other party. The foregoing notwithstanding, the Licensor may assign its rights and obligations hereunder to an affiliate and, in the case of a merger, acquisition or corporate restructuring, to a successor corporation.

19. Force Majeure. The Licensor shall not be liable for any failure to perform its obligations under this Agreement due to any action or occurrence beyond its control, including without limitation (i) acts of god, such as, epidemics,

fires, floods, electrical storms, unusually severe weather and natural catastrophes, (ii) civil disturbances, such as strikes and riots, (iii) acts of aggression, such as explosions, military actions and terrorism, and (iv) acts of government, including, without limitation, the actions of regulatory authorities which significantly inhibit or prohibit the Licensor from performing its obligations under this Agreement (each, a "**Force Majeure Event**"). If a Force Majeure Event exists, the performance of the Licensor's affected obligations shall be suspended for the period of the existence of such Force Majeure Event, as well as for an additional period reasonably required thereafter to resume the performance of said obligations.

20. No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties to this Agreement and their respective successors and permitted assigns, except if explicitly provided otherwise herein.

21. Notices. Any notices required or permitted under this Agreement shall be in writing (including email). Notices shall be provided to the parties' addresses specified in the Transaction Specification, or at any other address either party subsequently designates in writing.

22. No Set-Off. Notwithstanding any right available to the End-User under law or equity, the End-User shall not be entitled to set-off any amounts due to the Licensor under this Agreement.

23. Severability. Should any court of competent jurisdiction declare any term of this Agreement void or unenforceable, such declaration shall have no effect on the remaining terms hereof.

24. No Waiver. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach thereby of any of the provisions hereof shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

25. Entire Agreement. This Agreement and all exhibits, annexes and schedules hereto constitute the full and entire understanding and agreement between the parties with respect to the subject matters hereof and thereof and any other written or oral understanding and or agreement relating to said subject matter between the parties is expressly disclaimed.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the Effective Date.