

CYCODE SAAS TERMS OF USE

PLEASE READ THE FOLLOWING CAREFULLY BEFORE ACCESSING AND/OR USING THE SERVICE (DEFINED BELOW).

BY SIGNING THESE TERMS OF USE (THE "**AGREEMENT**"), OR CLICKING "I AGREE", "ACCEPT" OR OTHER SIMILAR BUTTON, OR BY ACCESSING AND/OR USING CYCODE SOFTWARE AS A SERVICE YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU, ON BEHALF OF YOURSELF AND YOUR ORGANIZATION, ("**YOU**" OR "**CUSTOMER**") ARE ENTERING INTO A BINDING LEGAL AGREEMENT WITH CYCODE INC. (IF YOU ARE INCORPORATED IN THE UNITED STATE OF AMERICA OR IF YOUR CORPORATE HEADQUARTERS IS LOCATED IN THE UNITED STATE OF AMERICA) OR CYCODE LTD. (IF YOU ARE NOT INCORPORATED IN THE UNITED STATE OF AMERICA AND YOUR CORPORATE HEADQUARTERS IS NOT LOCATED IN THE UNITED STATE OF AMERICA) (THE "**COMPANY**") (YOU AND COMPANY, EACH, A "**PARTY**" AND COLLECTIVELY, THE "**PARTIES**"), AND HAVE UNDERSTOOD AND AGREE TO COMPLY WITH, AND BE LEGALLY BOUND BY, THE TERMS AND CONDITIONS OF THIS AGREEMENT (THE DATE OF SUCH OCCURRENCE BEING THE "**EFFECTIVE DATE**"). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF YOUR EMPLOYER OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO ACT ON BEHALF OF THE EMPLOYER OR OTHER LEGAL ENTITY AND BIND SUCH EMPLOYER OR OTHER LEGAL ENTITY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

IF YOU DO NOT AUTHORITY TO BIND YOUR EMPLOYER OR OTHER LEGAL ENTITY, PLEASE DO NOT ACCEPT THIS AGREEMENT AND IMMEDIATELY REFRAIN FROM ACCESSING AND/OR USING THE SERVICE.

TO THE EXTENT THAT YOU AGREE TO THIS AGREEMENT BY CLICKING "I AGREE", "ACCEPT" OR OTHER SIMILAR BUTTON, YOU HEREBY WAIVE ANY APPLICABLE RIGHTS TO REQUIRE AN ORIGINAL (NON-ELECTRONIC) SIGNATURE OR DELIVERY OR RETENTION OF NON-ELECTRONIC RECORDS, TO THE EXTENT NOT PROHIBITED UNDER APPLICABLE LAW.

If Customer has purchased the subscription hereunder from a partner, reseller or distributor authorized by Company ("**Partner**"), to the extent there is any conflict between this Agreement and the agreement entered between Customer and the respective Partner, including any purchase order ("**Partner Order Form**"), then, as between Customer and Company, this Agreement shall prevail. Any rights granted to Customer in such Partner Order Form which are not contained in this Agreement, apply only in connection with such Partner. In that case, Customer must seek redress or realization or enforcement of such rights solely with such Partner and not Company.

1. DEFINITIONS

The following capitalized terms have the meanings set forth below:

- 1.1 "**Added Feature**" means any optional product, service, feature or functionality which Company makes available to Customer subject to the agreement of additional terms.
- 1.2 "**Affiliate**" of a party means, as of the applicable date of determination, any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such party. The term "control" (including the terms "controlled by" and "under common control with") means the direct or indirect ownership of more than 50% of the voting securities, or the power in fact to direct or cause the direction of the management, of a Person.
- 1.3 "**Cimon**" is Cycode's client-facing code based runtime security tool, which, at Customer's choice and instruction, monitors Customer's build and other CI/CD pipeline tools.
- 1.4 "**Customer's Environment**" means the systems, platforms, services, software, devices, sites and/or networks that Customer uses in its own internal business operations. For clarity, the Customer's Environment does not include the Service.
- 1.5 "**Feature**" means any module, tool, functionality, or feature of the Service.
- 1.6 "**Intellectual Property Rights**" means all worldwide, whether registered or not: (a) patents, patent applications and patent rights; (b) rights associated with works of authorship, including copyrights, copyright applications, copyright restrictions, mask work rights, mask work applications and mask work registrations; (c) trademarks, trade names, service marks, logos, domain names, goodwill and trade dress; (d) rights relating to the protection of trade secrets and confidential information; (e) rights

analogous to those set forth herein and any other proprietary rights relating to intangible property; and (f) divisions, continuations, renewals, reissues and extensions of the foregoing (as applicable) now existing or hereafter filed, issued, or acquired

- 1.7 “**Order**” means any order form issued by the Company and agreed to by Customer for the provision of the applicable services granted under this Agreement and which shall include the relevant usage and volume parameters, as well as the commercial terms, agreed between the Customer and Company.
- 1.8 “**Person**” means an individual, corporation, partnership, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity
- 1.9 “**Subscription Scope**” means any Service usage and/or limitations set forth in the Order or the online offering (as applicable).
- 1.10 “**User**” means an employee of Customer authorized to access and use the Service.

2. SUBSCRIPTION; ACCESS AND USE

- 2.1 Access Rights. Subject to the terms and conditions of this Agreement, Company hereby grants Customer a limited, non-exclusive, non-sublicensable, non-transferable and revocable license to remotely access (i.e. on a SaaS basis) the Company's proprietary software-as-a-service source code control, detection and response solution (the “**Service**”) and use it during the Subscription Term (as defined below), solely for Customer's internal purposes in Customer's Environment. Unless otherwise indicated, the term “**Service**” also includes any appliance, user manuals and documentation (“**Documentation**”) provided to Customer in connection with the operation of the Service and any paid-for “add-ons” (to the extent expressly set forth in the applicable Order), and any updates/upgrades that are generally made available for free by Company to all of its customers from time to time. Customer may only use the Service in accordance with the Documentation, subject to the use limitations indicated in the Order and applicable laws.
- 2.2 Customer shall be solely responsible for providing all equipment, systems, assets, access, and ancillary goods and services needed to access and use the Service, for ensuring their compatibility with the Service. As between the Parties, Customer controls Customer's Environment and its individual components (“**Customer Component**”), whether owned, leased or licensed by Customer, located on Customer's premises or cloud-based, used by Customer on a software-as-a-service basis or otherwise, and can decide, at its sole discretion, whether to connect the Service to a Customer Component. Customer is responsible for complying with all applicable third-party terms, policies and licenses governing its and Company's (solely when operating at Customer instructions) access and use of Customer Components and associated data under this Agreement, and for any costs and expenses related to Customer's Environment, including establishing integrations or other connection to Customer Components.
- 2.3 By connecting the Service to a Customer Component, Customer hereby grants to Company the right, and is expressly instructing Company, to access and interoperate with that Customer Component during the Subscription Term solely as necessary in order to provide and support the Service to customer.
- 2.4 For clarity, the subscription right granted to Customer hereunder is for using the Service in a SaaS model. Customer acknowledges that switching from SaaS model to on-prem model is subject to Company's prior written approval, may be subject to payment of additional fees or a different pricing, and is subject to Company's license agreement.
- 2.5 This Agreement will apply to any new services, feature, or functionality which Company may introduce from time to time, except to the extent that they are Added Features, which may be subject to additional terms to which Customer will be required to agree and to additional fees which Customer may be required to pay before being permitted to use the Added Feature.
- 2.6 Service Specific Terms. Exhibit B attached hereto highlights certain additional information and terms concerning particular features and functions of certain features of the Service. By using these features, you also agree to the applicable Service-Specific Terms listed below.
- 2.7 Additional Purchases. Purchases of access to additional Features and/or purchases of additional volume under the Subscription Scope (collectively, “**Additional Purchases**”), shall be made by mutually signed written addendum to the Order or by executing a new order form, in each case according to the pricing agreed between the Parties (or the pricing pre-agreed in the Order, if any). If Additional Purchases take effect during a Subscription Term, the Subscription Fees (as defined below) and the term therefor will be prorated to be coterminous with said Subscription Term.

- 2.8 Account Setup. In order to access the Service, Customer is required to set up an administrative account with Company, by submitting the information requested in the applicable Service interface (“**Account**”), and each User may need to set up a user account (each, a “**User Account**”, and references herein to the “Account” shall be deemed to include all such User Accounts if applicable). Customer warrants that all information submitted during the registration process is, and will thereafter remain, complete and accurate. Customer shall be responsible and liable for all activities that occur under or in the Account. Customer will require that all Users keep user ID and password information strictly confidential and not share such information with any unauthorized person. Customer will ensure that all Users comply with the terms of this Agreement at all times and shall be fully responsible and liable for any breach of this Agreement by a User. Unauthorized access or use of the Service must be immediately reported by Customer to the Company.
- 2.9 Hosting. The Service is hosted by a third party hosting services provider(s) selected by Company (currently AWS and GCP), and accordingly the availability of the Service shall be in accordance with such hosting providers' then-current uptime commitments.
- 2.10 SLA. During the Subscription Term Company will provide support and maintenance services in accordance with Company's service level agreement attached hereto as Exhibit A (“**SLA**”).

3. PROFESSIONAL SERVICES

In the event Customer wishes to receive any additional services from Company (“**Professional Services**” and collectively with the Service, the “**Services**”) Customer shall send a request to the Company in writing, and, subject to the Company's consent, in its sole discretion, to provide such Professional Services, such Professional Services shall be set out in sequential Statements of Work (that reference a corresponding price quotation to which it relates) to this Agreement, negotiated and executed by both Parties (each, a “**SOW**”). Professional Services shall be charged in accordance with the fees and payment terms specified within the applicable SOW. Each SOW is hereby deemed incorporated into this Agreement by reference. To the extent of any conflict between the main body of this Agreement and a respective SOW, the former shall prevail, unless and to the extent that the SOW expressly states otherwise.

4. FREE TRIALS

Company may, at its sole discretion, offer a free trial subscription to the Service, a free offering, such as Cimon, or an early release offerings (e.g., beta offering) (referred to each and collectively, “**Free Trial(s)**”). A Free Trial, if offered, shall be offered for a limited period, commencing on the date that the Free Trial was provided and ending (a) on the date specified by Company in the applicable Order or the online offering materials, which may be extended at the Company's sole discretion; or (b) when Company decides, at its sole discretion, to cancel the Free Trial (“**Trial Period**”). If Customer is subject to this Agreement pursuant to a Free Trial, Customer acknowledges and agrees that Free Trial may include partial or limited Features and/or scope, and hereby waives any claims related to the unavailability or limitation of Features, functionalities and/or scope, and further acknowledges and agrees that: (A) unless otherwise agreed between the Parties, no fees are due from Customer for use of the Free Trial during the Trial Period; and (B) notwithstanding anything to the contrary herein: (i) the Free Trial may be modified, limited, cancelled, or terminated by Company, at its sole discretion, for any reason or for no reason, without any liability whatsoever, (ii) the Free Trial is provided “As-Is”, “With All Faults” and on an “As Available” basis, with no warranties, express or implied, of any kind, including, without limitation, any direct, indirect, special, incidental, or consequential or exemplary damages or losses whatsoever; nor for damages or losses for lost profits, business interruption, loss of business information, loss of goodwill, or damages arising out of the use of, or inability to use, the Free Trial and, the Company does not guarantee that it will provide any support services with respect to the Free Trials; (iii) any indemnity undertakings by Company shall not apply with respect to the Free Trials; and (iv) the aggregate liability of Company and its Affiliates under this Agreement or otherwise related, or in connection with the Free Trials shall not exceed USD \$100. Customer hereby undertakes to use the Free Trials only in accordance with the Subscription Scope and/or the Feature(s) and scope limitations (if any), and Customer further acknowledges that Company may audit Customer's use of the Free Trials to ensure that the Customer's complies with the terms of this Agreement and does not use the Free Trials in excess of the Subscription Scope and/or the Feature(s) and scope limitations (if any). For the avoidance of doubt, in the event of any inconsistencies between the terms of this Section 4 and other provisions of this Agreement, the terms specified in this Section 4 shall prevail with respect to Free Trials and/or otherwise during Trial Periods.

5. SUBSCRIPTION FEES

- 5.1 Subscription Fees. If Customer has purchased the Subscription under Section 2 directly from Company this Section 5 shall apply. Customer shall pay Company the Subscription fees specified in the Order (the "**Subscription Fees**").
- 5.2 Other Fees. Customer shall pay Company whatever other fees or charges are specified in the Order ("**Other Fees**", and together with the Subscription Fees, the "**Fees**").
- 5.3 General. Unless expressly stated otherwise in the Order: (a) all Fees are stated, and are to be paid, in US Dollars; (b) all payments under this Agreement are non-refundable, and are without any right of set-off or cancellation; (c) all Fees are due at the commencement of the Subscription Term set out in the applicable Order and payable as described in the Order. If no payment terms are specified in the Order, all amounts invoiced hereunder are due and payable, within thirty (30) days of receipt of invoice; and (d) any amount not paid when due will accrue interest on a daily basis until paid in full, at the lesser of the rate of one and a half percent (1.5%) per month and the highest amount permitted by applicable law.
- 5.4 If Customer has a paid subscription, Customer's Order sets out the Subscription Scope that Customer has agreed to purchase. Customer shall ensure that its use of the Service shall not exceed the agreed Subscription Scope. Customer may increase the Subscription Scope by notifying Company and paying additional fees. Company may track the Customer's use of the Service to verify that Customer is paying for the correct Subscription Scope and invoice Customer for any additional fees due.
- 5.5 Suspension. Company reserves the right to temporarily suspend provision of Service: (a) if Customer is seven (7) days or more overdue on a payment; (b) if Company deems such suspension necessary as a result of Customer's breach under Section 6 (Subscription Restrictions); (c) if Company reasonably determines suspension is necessary to avoid material harm to Company or its other customers, or (d) as required by law or at the request of governmental entities.
- 5.6 Taxes. Amounts payable under this Agreement are exclusive of all applicable sales, use, consumption, VAT, GST, and other taxes, duties or governmental charges, except for taxes based upon Company's net income. In the event that Customer is required by any law applicable to it to withhold or deduct taxes for any payment under this Agreement, then the amounts due to Company shall be increased by the amount necessary so that Company receives and retains, free from liability for any deduction or withholding, an amount equal to the amount it would have received had Customer not made any such withholding or deduction. If a purchase order (or purchase order number) is required by Customer in order for an invoice to be paid, then Customer shall promptly provide such purchase order (or number) to Company. Any terms or conditions (whether printed, hyperlinked, or otherwise) in a purchase order or related correspondence, which purport to modify or supplement this Agreement (or the corresponding Order), shall be void and of no effect.
- 5.7 If Customer purchased a subscription to the Service via a Partner, such subscription is subject to the full payment of the applicable fees as set forth in the Partner Order Form between Customer and the respective Partner. All payments shall be made directly to Partner, as agreed between Customer and Partner. If Customer is entitled to a refund under the terms and conditions of this Agreement, then, unless Company specifies otherwise, Company will refund any applicable fees to the Partner, and the Partner alone will be responsible for refunding the appropriate amounts to Customer.

6. SUBSCRIPTION RESTRICTIONS

Except as specifically permitted herein, without the prior written consent of the Company, Customer must not, and shall not allow any User or any third party to, directly or indirectly: (i) copy, modify, create derivative works of or distribute any part of the Service (including by incorporation into its products); (ii) sell, license (or sublicense), lease, assign, transfer, pledge, or share Customer's rights under this Agreement with any third party; (iii) use any "open source" or "copyleft software" in a manner that would require the Company to disclose the source code of the Service to any third party; (iv) disclose the results of any testing or benchmarking of the Service to any third party; (v) disassemble, decompile, reverse engineer or attempt to discover the Service's source code or underlying algorithms; (vi) use the Service in a manner that violates or infringes any rights of any third party, including but not limited to, privacy rights, publicity rights or intellectual property rights; (vii) contest Company's Intellectual Property Rights in or to the Service; (viii) remove or alter any trademarks or other proprietary notices related to the Service; (ix) circumvent, disable or otherwise interfere with security-related features of the Service or features that enforce use limitations; (x) export, make available or use the Service in any manner prohibited by applicable laws, including without limitation, to sell, distribute, deploy, download or export the Service (a) to or in any countries or regions with respect to which the U.S. and/or the European Union maintains an embargo or sanctions, (b) to any Person subject to individual prohibitions (e.g., listed on the U.S. Department of Commerce's Table of Denial Orders or the U.S. Department of Treasury's List

of Specially Designated Nationals) (collectively, “**Designated Nationals**”), or (c) otherwise in violation of any export or import restrictions or laws; and Customer represents and warrants that it is not located in, under the control of, or a national or resident of, a Prohibited Country or Designated National; (xi) transmit any malicious code (i.e., software viruses, Trojan horses, worms, malware or other computer instructions, devices, or techniques that erase data or programming, infect, disrupt, damage, disable, or shut down a computer system or any component of such computer system) or other unlawful material in connection with the Service; and/or (xii) cause or permit any Affiliate or third party to do any of the foregoing. Customer shall be and remain fully responsible for its Affiliates’ compliance with the terms, conditions and restrictions on use contained in this Agreement to the extent any such Affiliates use the Service.

7. CUSTOMER DATA

- 7.1 Customer Data. As between the parties, Customer owns and retains all right, title and interest (including all Intellectual Property Rights) in and to any data or information that Customer, and anyone operating on its behalf, uploads into the Services or otherwise makes available to Company, or that is derived from Customer’s systems and/or its Affiliates’ systems (or anyone operating on their behalf) and is processed by Company or its Affiliates as required to enable the provision of the Services or support them (“**Customer Data**”). Customer shall be solely responsible for the legality, reliability, integrity, accuracy and quality of all Customer Data. Customer hereby grants to Company a non-exclusive, worldwide, royalty-free right to use Customer Data solely to the extent necessary to perform its obligations under this Agreement. As the exclusive owner of the Customer Data, Customer represents, warrants and covenants that to the extent the Customer Data includes any personally identifiable information, Customer has provided all appropriate notices, received any and all required consents or permits, and/or have any and all ongoing legal bases, and has acted in compliance with any and all applicable privacy laws, to allow Company to use the Customer Data solely in order to perform our Service.

Company acknowledges and agrees that the data processing activities that are required for the performance of the Services include: identity verification, providing support, technical updates and maintenance, Services configuration and debugging, communication with Customer and its Users, investigation and prevention of system abuse and other security and support functions. Company may however be required to disclose the Customer Data: (a) to satisfy any applicable law, regulation, legal process, subpoena or governmental request; or (b) to collect, store, transfer, and/or process the Customer Data through Company’s affiliates, subsidiaries, third party service providers and vendors as reasonable necessary to provide the Service.

- 7.2 Usage and Performance Metrics. Customer acknowledges and agrees that Company may analyze and retain de-identified and/or aggregated data regarding the configuration, performance, and Customer’s use of the Services, provided that such data does not in any way identify and cannot be reasonably associated with Customer, its affiliates, Users or any individuals connected to Customer or Customer Confidential Information (“**De-identified Usage Data**”), and Company will be free to use such data solely to measure and analyze usage and performance metrics of the Services and for its internal business purposes, including improving, testing and providing the Services.
- 7.3 Each party has obligations with respect to the security of the Customer Data. Company shall employ administrative, physical, and technical measures in accordance with applicable industry standards to protect (and prevent the accidental loss or unauthorized access, use or disclosure of) Customer Data, in each case, under its control (if any) during the Subscription Term. All processing of Customer Personal Data shall be in accordance with the Data Processing Agreement executed between the Parties, attached hereto as Exhibit C (“**DPA**”).

8. THIRD PARTY SITES

Customer acknowledges that the Services may link to third party websites, applications or services that are integrated, connected or relevant to the Services (“**Third Party Services**”). Customer’s use of such Third Party Services is optional. To use such features, Customer must either obtain access to the Third Party Service via the third party provider or permit Company to obtain access on Customer’s behalf. If Customer uses such Third Party Services, it acknowledges and agrees that: (a) any link from the Service does not imply any Company endorsement, approval or recommendation of, or responsibility for, those Third Party Services or their content or operators and the use of such Third Party Services are subject to the terms and conditions of the Third Party Service provider; (b) Customer may be required to grant Company access to its Third Party Services account and/or to grant the Third Party Service provider access to its Company account; and (c) Customer Data may be transferred between Company and the Third Party Service provider as required for the interoperability with the Services. To the maximum extent permitted by law, Company shall not bear and expressly disclaims all responsibility or liability of any kind relating to such Third Party Services, including, without limitation, for any

associated costs and disclosure of, access to or other processing of Customer Data by Third Party Service providers.

9. WARRANTIES

Each Party represents and warrants that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; and that the execution and performance of this Agreement will not conflict with other agreements, commitments and licenses to which it is bound or violate applicable law. Customer further represents and warrants that: (i) it has obtained all required approvals and permissions necessary in order to allow the Company to perform the Service (including from Customer's third party service providers), and (ii) it is not a competitor of Company and it will not allow any User that is a competitor of Company (as reasonably determined by Company), to access and/or use the Service.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 Ownership. The Service and/or any copies thereof, is not for sale and is the sole property of Company or its Affiliates (as applicable). As between the Parties, Company is, and shall be, the sole and exclusive owner of all Intellectual Property Rights in and to: (a) the Service and all related software, computer code, UX/UI, design and structure and related intellectual property; and (b) any and all improvements, derivative works, and/or modifications of/to the foregoing, regardless of inventorship or authorship. Customer shall make, and hereby irrevocably makes, all assignments necessary or reasonably requested by Company to ensure and/or provide Company the ownership rights set forth in this paragraph. Company shall be entitled, from time to time, to modify and replace the Features (but not material functionalities, unless it improves the material functionality) and user interface of the Service. This Agreement does not convey to Customer any interest in or to the Service other than a limited right to use the Service in accordance with Section 2. Nothing herein constitutes a waiver of the Company's intellectual property rights under any law. Company reserves all rights not expressly granted herein to the Service.
- 10.2 Feedback. If Company receives any feedback (whether orally or in writing) (e.g., questions, comments, suggestions or the like) regarding the Service, whether through use of the Service, or any other communication with Company, including in the course of participating in Company's programs, such as the Company's Customer Advisory Board (collectively, "**Feedback**"), all rights, including intellectual property rights in such Feedback shall belong exclusively to Company and that such shall be considered Company's Confidential Information and Customer hereby irrevocably and unconditionally transfers and assigns to Company all intellectual property rights it has in such Feedback and waives any and all moral rights that Customer may have in respect thereto. It is further understood that use of Feedback, if any, may be made by Company at its sole discretion, and that Company in no way shall be obliged to make use of any kind of the Feedback or part thereof.

11. THIRD PARTY COMPONENTS

The Service may use or include third party open source software, files, libraries or components that may be distributed to Customer and are subject to third party open source license terms. A list of such components can be provided upon request and may be updated from time to time by the Company. If there is a conflict between any open source license and the terms of this Agreement, then the open source license terms shall prevail but solely in connection with the related third party open source software. Company makes no warranty or indemnity hereunder with respect to any third party open source software.

12. CONFIDENTIALITY

Each Party may have access to certain non-public of the other Party and/or its Affiliates, in any form or media, including without limitation trade secrets and other information related to the products, software, technology, know-how, or business of the other Party, and any other information that a reasonable person should have reason to believe is competitively sensitive (the "**Confidential Information**").

Each Party shall take reasonable measures, at least as protective as those taken to protect its own confidential information, but in no event less than reasonable care, to protect the other Party's Confidential Information from disclosure to a third party. The receiving party's obligations under this Section, with respect to any Confidential Information of the disclosing party, shall not apply to and/or shall terminate if such information: (a) was already lawfully known to the receiving party at the time of disclosure by the disclosing party; (b) was disclosed to the receiving party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the receiving party has become, generally available to the public; or (d) was independently developed by the receiving party without access to, or use of, the disclosing party's Confidential Information. Neither Party shall use or disclose the Confidential Information of the other Party except for performance of its obligations under this Agreement ("**Permitted Use**").

The receiving party shall only permit access to the disclosing party's Confidential Information to its, and its Affiliates', respective employees, consultants, affiliates, agents and subcontractors having a need to know such information in connection with the Permitted Use, who either (i) have signed a non-disclosure agreement with the receiving party containing terms at least as restrictive as those contained herein or (ii) are otherwise bound by a duty of confidentiality to the receiving party at least as restrictive as the terms set forth herein. The receiving party will be allowed to disclose Confidential Information to the extent that such disclosure is required by law or by the order or a court of similar judicial or administrative body, provided that it notifies the disclosing Party of such required disclosure to enable disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. All right, title and interest in and to Confidential Information are and shall remain the sole and exclusive property of the disclosing Party.

13. LIMITED WARRANTIES

The warranties in this Section 13 do not apply with respect to Free Trials and/or during Trial Periods (if applicable). The Company represents and warrants that, under normal authorized use, the Service shall substantially perform in conformance with its Documentation.

As the Customer's sole and exclusive remedy and the Company's sole liability for breach of this warranty, the Company shall use commercially reasonable efforts to repair the Service in accordance with the SLA.

The warranty set forth shall not apply if the failure of the Service results from or is otherwise attributable to: (i) repair, maintenance or modification of the Service by persons other than the Company or its authorized contractors; (ii) accident, negligence, abuse or misuse of the Service; (iii) use of the Service other than in accordance with the Service's Documentation; (iv) Customer's failure to implement software updates provided by the Company specifically to avoid such failure; (v) the combination of the Service with equipment or software not authorized or provided by the Company; (vi) any inaccuracy in the code or other information provided or made available to Company; (vii) any delay in providing the code to Company caused by Customer and/or its third party service providers; and/or (viii) any change in and to Customer's third party services which may limit, effect or disable the Company's ability to provide the Services.

OTHER THAN AS EXPLICITLY STATED IN THIS AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE, ANY REPORTS OR OTHER OUTPUT (THE "**REPORTS**") AND SERVICES (INCLUDING PROFESSIONAL SERVICES) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND COMPANY MAKES NO REPRESENTATION REGARDING ANY INFORMATION, CONCLUSIONS, RESULTS AND/OR TEMPLATES THAT CUSTOMER OBTAINS THROUGH THE REPORTS. THE REPORTS DO NOT CONSTITUTE BINDING RESULTS, AND CUSTOMER MUST DETERMINE FOR ITSELF ANY NEED TO OBTAIN INDEPENDENT ADVICE REGARDING THE SUBJECT MATTER OF THE REPORTS AND/OR ANY RECOMMENDATIONS THAT CUSTOMER MAY OBTAIN. COMPANY MAKES NO REPRESENTATION OR WARRANTY, AND HAS NO SUPPORT OBLIGATIONS OR LIABILITY, WITH RESPECT TO CUSTOMER'S ENVIRONMENT. CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE AN ANALYTICAL TOOL AND THAT COMPANY THEREFORE CANNOT GUARANTEE OR COMMIT TO ANY BINDING LEVEL OF ACCURACY OF THE REPORTS. THE COMPANY DOES NOT WARRANT THAT: (i) THE REPORTS AND/OR THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, (ii) THE SERVICE WILL OPERATE ERROR-FREE, OR (iii) BE COMPATIBLE, WORK WITH OR CONTINUE TO WORK WITH CUSTOMER COMPONENTS. EXCEPT AS SET FORTH IN SECTION 9 AND THIS SECTION 13, THE COMPANY EXPRESSLY DISCLAIMS ALL EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, FITNESS FOR A PARTICULAR PURPOSE.

COMPANY SHALL NOT BE RESPONSIBLE FOR ANY WARRANTIES AND REPRESENTATIONS MADE BY ANY PARTNER TO CUSTOMER, AND SUCH WARRANTIES AND REPRESENTATIONS ARE THE SOLE RESPONSIBILITY OF SUCH PARTNER.

From time to time, Company may make Beta services available at no charge as part of the Service. Beta services are made available "AS IS" and Company shall have no liability for any harm or damage arising out of or arising out of or in connection with the Beta services. You may choose to try such Beta services at your sole discretion. Company may discontinue Beta services at any time in its sole discretion and may never make them generally available.

14. LIMITATION OF LIABILITY

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW AND/OR ANY CUSTOMER'S LIABILITY UNDER SECTION 7.3 ABOVE, NEITHER PARTY, ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS AND/OR EMPLOYEES SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, REPUTATION, OR PROFITS, LOSS OF DATA, DATA USE OR PURE ECONOMIC LOSS.

COMPANY'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE HIGHER OF: (1) THE TOTAL AMOUNTS ACTUALLY PAID TO COMPANY BY CUSTOMER IN THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE

TO SUCH CLAIM AND (2) FIVE HUNDRED US DOLLARS (\$500). THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. FOR CLARITY, THE LIMITATIONS IN THIS SECTION DO NOT APPLY TO PAYMENTS DUE TO COMPANY UNDER THIS AGREEMENT (INCLUDING THE ORDER). THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND: (A) EVEN IF COMPANY HAS BEEN ADVISED, OR SHOULD HAVE BEEN AWARE, OF THE POSSIBILITY OF LOSSES, DAMAGES, OR COSTS; (B) EVEN IF ANY REMEDY IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE; AND (C) REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, TORT, NEGLIGENCE OR STRICT LIABILITY). FOR CLARITY, THIS SECTION 14 SHALL NOT APPLY WITH RESPECT TO FREE TRIALS.

15. INDEMNIFICATION

- 15.1 Company agrees to defend, at its expense, any third party action or suit brought against the Customer alleging that the Service, when used as permitted under this Agreement infringes Intellectual Property Rights of a third party ("**IP Infringement Claim**"); and the Company will pay any damages awarded in a final judgment against the Customer that are attributable to any such claim, provided that (i) the Customer promptly notifies the Company in writing of such claim; and (ii) the Customer grants the Company the sole authority to handle the defense or settlement of any such claim and provides the Company with all reasonable information and assistance, at Company's expense. The Company will not be bound by any settlement that the Customer enters into without the Company's prior written consent.

If the Service becomes, or in the Company's opinion is likely to become, the subject of an IP Infringement Claim, then the Company may, at its sole discretion: (a) procure for the Customer the right to continue using the Service; (b) replace or modify the Service to avoid the IP Infringement Claim; or (c) if options (a) and (b) cannot be accomplished despite the Company's reasonable efforts, then the Company may terminate this Agreement and provide a refund for any amount pre-paid by Customer for such returned Service for the remaining unused period of the subscription.

Notwithstanding the foregoing, the Company shall have no responsibility for IP Infringement Claims resulting from or based on: (i) modifications to the Service made by a party other than the Company or its designee; (ii) the Customer's failure to implement software updates provided by the Company specifically to avoid infringement; or (iii) combination or use of the Service with equipment, devices or software not supplied by the Company or not in accordance with the Documentation.

This Section 15 sets forth Customer's sole remedy and Company's sole liability and obligation for any actual, threatened, or alleged claims that the Service, the Documentation or any other subject matter of this Agreement infringes, misappropriates, or otherwise violates any Intellectual Property Rights or any other rights of any Person. FOR CLARITY, COMPANY SHALL HAVE NO INDEMNIFICATION OBLIGATIONS TOWARDS CUSTOMER IN CASES OF FREE TRIALS.

Customer agrees to defend, indemnify and hold harmless Company and its affiliates, and its respective officers directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) Customer's use of the Services; or (iii) Customer's violation of this Agreement.

16. TERM AND TERMINATION

- 16.1 This Agreement shall enter into force and effect on the Effective Date and shall remain in full force and effect for as long as there is an Order or a Partner Order Form in effect. For the purposes of this Agreement, the "Initial Subscription Term" shall be the initial subscription period specified in the Order or the initial subscription terms specified in the Partner Order Form (as the case may be). Following such Initial Subscription Term, the Customer may renew the Agreement by entering into a new Order or a Partner Order Form (each a "**Renewal Term**" and together with the Initial Subscription Term, the "**Subscription Term**").
- 16.2 Either Party may terminate this Agreement with immediate effect if the other Party materially breaches this Agreement and such breach remains uncured fifteen (15) days after having received written notice thereof. Upon termination or expiration of this Agreement: (i) access right for the Service granted to Customer under this Agreement shall expire, and Customer and its Affiliates shall discontinue any further use and access thereof; (ii) Customer and its Affiliates shall immediately delete and dispose of all copies of the Documentation in Customer's or any of its representatives' possession or control; (iii) Company may delete all Customer Data without affecting any of the Company's rights to the De-identified Usage Data; and (iv) any sums paid or payable by Customer until the date of termination are non-refundable and shall become fully

payable upon termination. The provisions of this Agreement that, by their nature and content, must survive the termination of this Agreement in order to achieve the fundamental purposes of this Agreement shall so survive. The termination of this Agreement shall not limit Company from pursuing any other remedies available to it under applicable law. If applicable, Customer shall be responsible to download its Customer Data prior to termination of this Agreement.

17. MISCELLANEOUS

- 17.1 Entire agreement; modification. This Agreement, including any Order(s) and any exhibits attached or referred hereto (if any), represents the complete agreement concerning the subject matter hereof. For clarity, it is hereby explicitly agreed by the Parties that any terms and conditions printed, or linked to, within any Customer's purchase order which are in addition to and/or inconsistent with the terms and conditions of this Agreement, shall be of no effect.
- 17.2 Amendment. Notwithstanding anything to the contrary contained herein, Company may modify this Agreement at any time by posting a revised version at <https://cycode.com/cycode-saas-agreement/>, which modifications will become effective as of the first day of the calendar month following the month in which they were first posted.
- 17.3 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 hereunder shall not be deemed a waiver by that Party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.
- 17.4 Severability. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.
- 17.5 Governmental customer. Any use of the Service by an agency, department, or other entity of the United States government shall be governed solely by the terms of this Agreement.
- 17.6 Customer Reference. Unless otherwise expressly specified in an Order, Customer hereby (1) grants Company a revocable right and license to identify Customer as a customer and use Customer's name, corresponding trademark, or logo on Company' website and customer lists, blogs, and other marketing materials and public communications; and (2) agrees to provide a mutually agreed quote and a case study for promotional use.
- 17.7 No third-party beneficiaries. Except as stated otherwise herein, this Agreement is for the sole benefit of the parties hereto and nothing herein, express or implied, shall give, or be construed to give, any rights hereunder to any other Person.
- 17.8 Anti-corruption. Customer has not received or been offered any illegal or improper bribe, payment, gift, kickback or thing of value from any of Company, its Affiliates, and/or any of their respective employees or agents in connection with this Agreement. If Customer learns of any violation of such restriction, Customer shall promptly notify Company.
- 17.9 Assignment. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, this Agreement may be assigned (i) by Company to an Affiliate, or (ii) by either Party in connection with a merger, consolidation, sale of all of the equity interests of the Party, or a sale of all or substantially all of the assets of the Party to which this Agreement relates.
- 17.10 Governing law and jurisdiction. This Agreement shall be governed by and construed under the laws of the State of Israel, without reference to principles and laws relating to the conflict of laws. The competent courts of Tel Aviv Yafo, Israel shall have the exclusive jurisdiction with respect to any dispute and action arising under or in relation to this Agreement.
- 17.11 Relationship of the Parties. This Agreement does not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the Parties.
- 17.12 Force Majeure. The Company will not be liable for any delay or failure to provide the Services resulting from circumstances or causes beyond the reasonable control of the Company including, but not limited to on account of strikes, shortages, riots, insurrection, fires, flood, storms, explosions, acts of God, war, government or quasi-governmental authorities actions, acts of terrorism, earthquakes, power outages, pandemic or epidemic (or similar regional health crisis), or any other cause that is beyond the reasonable control of the Company.
- 17.13 Notices. Except as may be specified otherwise in this Agreement, all notices, consents, or other communications provided for in connection with this Agreement shall be in writing, and shall be deemed given as follows: (A) when received, if personally delivered; (B) the second business day



after mailing, when mailed via registered or certified mail with postage prepaid and return receipt requested; (C) upon delivery confirmation, when delivered by nationally recognized overnight delivery service ("**Courier**"); or (D) the first business day after sending by email. Notwithstanding the foregoing, Customer agrees that Company may also give Customer notices via Customer Cycode's account and/or to Customer's address specified in the Order. Notices by Customer to Company must be given by Courier or registered mail, together with an email copy, to the following addresses:

If to Cycode Inc.:

228 Park Ave S PMB 388308
New York, New York 10003-1502 US,
Email: legal@cycode.com

If to Cycode Ltd.:

12 Leonardo da Vinci St., Tel Aviv - Jaffa, Israel,
Email: legal@cycode.com

Exhibit A
CYCODE
SERVICE LEVEL AGREEMENT

Company reserves the right to change the terms of this SLA by providing Customer with at least thirty (30) days prior written notice.

During the term of the Agreement, Company will use commercially reasonable efforts to make the Service available with a Monthly Uptime Percentage (defined below) of at least 99.9% during monthly billing cycle (the "**Service Commitment**").

Severity Levels Definitions

Activity	Severity 1	Severity 2
Initial Response Time	Within 2 Business Hours	Within 1 Business Day
Update Frequency Target	Updated every 4 Business Hours	Updated every 3 Business Days
Problem Resolution Target (based on reasonable commercial efforts)	Within 1 Business Day	Within 3 Business Days

Upon receipt of a properly submitted and documented Error, Company shall prioritize it in accordance with the guidelines below:

Severity 1 (S1) – a major Error within the Service that severely impacts the Customer's use of the Service such as the Service is down or not functioning and no work around exists. Company will use reasonable commercial efforts to provide a resolution as soon as commercially reasonable. All S1 Errors must be called in via the Company's email support@cycode.com.

Severity 2 (S2) – all other Errors not included in (S1).

Error Severity may be re-evaluated upon submission of a workaround.

The following definitions apply to this SLA:

- "**Business Hours**" means each hour during a Business Day.
- "**Business Day**" means 9:00 AM EST - 5:00 PM EST, on Monday through Friday, excluding holidays.
- "**Error**" means a failure of the Service to operate in all material respects with the applicable Service's documentation.
- "**Downtime**" or "**Downtime Incident**" means the time in which Service is unavailable to the Customer as measured and determined solely by Company based on its servers. Downtime Incidents shall exclude: (i) planned downtime incidents announced in-advance by Company, including without limitation, for periodic upgrade and maintenance, cyber attacks on Company's collectors (hardware or virtual) within the Customer's network, (ii) network disruption between a Customer's network and the Service outside of Company's control; (iii) Downtime Incidents that are caused by the SLA Exclusions specified below, and/or (iv) any time where Company is awaiting information from the Customer or awaiting Customer confirmation that the Service has been restored.
- "**Downtime Period**" means the number of minutes in a calendar month during which the Service is unavailable to the Customer due to Downtime Incident(s).
- "**Monthly Uptime Percentage**" means the monthly uptime expressed as a percentage, calculated based on the total number of minutes in a calendar month, minus the Downtime Period, divided by the total number of minutes in a calendar month.

Other SLA Exclusions

The SLA does not apply to any: (a) features or services excluded from the Agreement (as specified in the associated Documentation); or (b) Downtime Incidents that: (i) are explicitly excluded under this SLA; (ii) are caused by factors beyond Company's reasonable control (e.g. any Force Majeure event (including but not limited to strikes, shortages, riots, insurrection, fires, flood, storms, explosions, acts of God, war, government or quasi-governmental authorities actions, acts of terrorism, cyber-attacks, earthquakes, power outages, pandemic or epidemic (or similar regional health crisis)), failure of Internet access or any public telecommunications network, shortage of adequate power or transportation facilities or any other problems beyond Company's reasonable control etc.); (iii) results or outcomes attributable to repair, maintenance or modification of Company's Service by persons other than Company's authorized third parties; (iv) resulted from accident, negligence, abnormal physical or electrical stress, abnormal environmental



conditions, abuse or misuse of the Company's Service; (v) resulted from use of the Company's Service other than in accordance with its manuals, specifications or documentation or in violation of the Agreement; (vi) resulted from Customer's equipment, Service or other technology and/or third party (including Manager System) equipment, software or other technology (other than third party equipment within Company's direct control); and/or (vii) resulted from the combination of the Company's Service with equipment or Service not authorized or provided by Company or otherwise approved by Company in the Service manuals, specifications or documentation.

Exhibit B
Service Specific Terms

The following additional terms apply in respect of Cimon:

Cimon is Cycode's client-facing code based runtime security tool, which monitors Customer's build and other CI/CD pipeline tools (such as GitHub Action, Azure Pipeline, Jenkins and others), and, if instructed by Customer, applies software supply-chain security policies therein, all as more particularly described in the documentation available at <https://docs.cimon.build/> ("Cimon Documentation")

Cimon reports to Cycode information that is required for its safe and successful operation, including, but not limited to, the version of Cimon, the versions and relevant metadata of the CI runner environment in which Cimon runs, Customer's chosen configuration, metadata concerning analyzed projects (such as repository and organization names), and details about identified pipeline issues, as well as GitHub App user contacts for authentication and user management only, all as detailed in the Cimon Documentation.

This information is used by Cycode, in accordance with its Privacy Policy, for analytical purposes and to improve the Service. It allows Cycode to better understand how Cimon is used, and informs Cycode's product development decisions.

Customer hereby agrees to Cycode's collection and use of data as described in this section, which Customer can stop by removing Cimon.

Exhibit C
Data Processing Agreement

DATA PROCESSING AGREEMENT/ADDENDUM

This Data Processing Agreement (“**DPA**”) is made and entered into as of the date of the Effective Date of the Agreement between Cycode, Inc. or Cycode Ltd. (as applicable) (“**Cycode**”, “**Us**”, “**We**”, “**Our**”) and the Customer who sign the Agreement (collectively, “**You**”, “**Your**”, or “**Customer**”). Both parties shall be referred to as the “**Parties**” and each, a “**Party**”. This DPA forms a binding legal agreement to reflect the Parties’ agreement with regard to the Processing of Personal Data (as such terms are defined below).

WHEREAS, Cycode shall provide the services and/or software set forth in the Agreement (collectively, the “**Services**”) to Customer, as described in the Agreement; and

WHEREAS, the Parties wish to set forth the arrangements concerning the Processing of Personal Data (defined below) within the context of the Services and agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

NOW THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the parties, intending to be legally bound, agree as follows:

1. INTERPRETATION AND DEFINITIONS

- 1.1 The headings contained in this DPA are for convenience only and shall not be interpreted to limit or otherwise affect the provisions of this DPA. References to clauses or sections are references to the clauses or sections of this DPA unless otherwise stated. Words used in the singular include the plural and vice versa, as the context may require. Capitalized terms not defined herein shall have the meanings assigned to such terms in the Agreement.
- 1.2 Definitions:
 - (a) “**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “**Control**”, for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
 - (b) “**Authorized Affiliate**” means any of Customer’s Affiliate(s) which (a) is subject to the Data Protection Laws, and (b) is permitted to use the Services pursuant to the Agreement between Customer and Cycode, but has not signed its own agreement with Cycode and is not a “**Customer**” as defined under the Agreement. For the purposes of the DPA, the term Customer includes Customer Authorized Affiliates to the extent applicable.
 - (c) “**CPRA**” means the California Privacy Rights Act of 2020, Cal. Civ. Code § 1798.100 et seq., as amended, and its associated regulations.
 - (d) “**Controller**” means the entity which determines the purposes and means of the Processing of Personal Data or such equivalent term under Data Protection Laws.
 - (e) “**Customer Personal Data**” means any Personal Data which Customer uploads into the Services or otherwise makes available to Cycode in order for Cycode to provide the Services under the Agreement.
 - (f) “**Data Protection Laws**” means all laws and regulations of the European Union, the EEA and their Member States, Switzerland, the United Kingdom, Israel and United States, each to the extent applicable to the Processing of Personal Data under the Agreement.
 - (g) “**Data Subject**” means the identified or identifiable person to whom the Customer Personal Data relates.
 - (h) “**EEA**” means the European Economic Area.
 - (i) “**EU Data Protection Law**” means the GDPR, and the UK GDPR.
 - (j) “**Extended EEA Country**” means a country within the EEA, Switzerland or the United Kingdom, and Extended EEA Countries means the foregoing countries collectively.
 - (k) “**Member State(s)**” means a country that belongs to the European Union and/or the EEA.
 - (l) “**GDPR**” means the Regulation (EU) 2016/679 of the European Parliament and of the Council of

27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

- (m) **“Personal Data”** means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. For the avoidance of doubt, Customer's business contact information is not by itself deemed to be Personal Data subject to this DPA.
- (n) **“Process(ing)”** means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- (o) **“Processor”** means the entity which Processes Personal Data on behalf of the Controller or such equivalent term under Data Protection Laws.
- (p) **“Security Documentation”** means Cycode's security documentation that is applicable to the specific Services purchased by Customer, as updated from time to time, and as made reasonably available by Cycode.
- (q) **“Standard Contractual Clauses”** means the “standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council adopted by the European Commission decision of 4 June 2021” and published under document number C (2021) 3972 available [here](#), as may be updated, amended or superseded from time to time.
- (r) **“Sub-processor”** means any Processor engaged by Cycode and/or Cycode Affiliate to Process Customer Personal Data.
- (s) **“Supervisory Authority”** means the competent supervisory authority pursuant to the applicable Data Protection Laws.
- (t) **“Third Country”** has the meaning given in section 8 below.
- (u) **“UK GDPR”** means the GDPR as incorporated into United Kingdom domestic law pursuant to Section 3 of the European Union (Withdrawal) Act 2018 (the **“UK GDPR”**).
- (v) **“UK Addendum”** means the United Kingdom's “International Data Transfer Addendum to the EU Commission Standard Contractual Clauses” adopted on 21 March 2022 available [here](#), as may be updated, amended or superseded from time to time.

2. CUSTOMER'S PROCESSING OF PERSONAL DATA.

- 2.1 Customer shall, in its use of the Services, Process Customer Personal Data in accordance with the requirements of Data Protection Laws and comply at all times with the obligations applicable to Controllers. For the avoidance of doubt, Customer's instructions for the Processing of Customer Personal Data shall comply with Data Protection Laws. Customer shall have sole responsibility for the means by which Customer acquired Customer Personal Data. Without limitation, Customer shall comply with any and all transparency-related obligations (including, without limitation, displaying any and all relevant and required privacy notices or policies) and shall have any and all required legal basis in order to collect, Process and transfer to Cycode the Customer Personal Data and to authorize the Processing by Cycode of the Customer Personal Data which is authorized in this DPA.

3. CYCODE'S PROCESSING OF PERSONAL DATA

- 3.1 Application. As used in clauses 3 – 8 herein, Customer Personal Data refers to Customer Personal Data that is subject to Data Protection Laws.
- 3.2 Roles of the Parties. The Parties acknowledge and agree that with regard to the Processing of Customer Personal Data, (i) Customer is the Controller, (ii) Cycode is the Processor, except when Customer acts as a Processor, in which case Cycode is a sub-processor and (iii) Cycode or its Affiliates may engage Sub-processors pursuant to the requirements set forth in section 6 below.

Cycode and its Affiliates (as applicable) shall Process Customer Personal Data only in accordance with Customer's documented instructions, including as set out in the Agreement, as required for the

performance of the Services and for the performance of the Agreement and this DPA, unless required to otherwise by any applicable law, court of competent jurisdiction or other Supervisory Authority to which Cycode and its Affiliates are subject, in which case, Cycode shall inform Customer of the legal requirement before processing, unless that law prohibits such information on important grounds of public interest. The duration of the Processing, the nature and purposes of the Processing, as well as the types of Customer Personal Data Processed and categories of Data Subjects under this DPA are further specified in **Schedule 1** to this DPA.

- 3.3 To the extent that Cycode or its Affiliates cannot comply with an instruction from Customer and/or its users relating to Processing of Customer Personal Data or where Cycode considers such instruction to be unlawful, Cycode (i) shall inform Customer, providing relevant details of the problem, (ii) may, without any kind of liability towards Customer, temporarily cease all Processing of the affected Customer Personal Data (other than securely storing those data), and (iii) if the Parties do not agree on a resolution to the issue in question and the costs thereof, each Party may, as its sole remedy, terminate the Agreement and this DPA with respect to the affected Processing, and Customer shall pay to Cycode all the amounts owed to Cycode or due before the date of termination. Customer will have no further claims against Cycode (including, without limitation, requesting refunds for Services) due to the termination of the Agreement and/or the DPA in the situation described in this paragraph (excluding the obligations relating to the termination of this DPA set forth below).

Cycode will not be liable in the event of any claim brought by a third party, including, without limitation, a Data Subject, arising from any act or omission of Cycode, to the extent that such is a result of Customer's instructions.

4. **RIGHTS OF DATA SUBJECTS.** If Cycode receives a request from a Data Subject to exercise its rights under Data Protection Laws ("**Data Subject Request**"), Cycode shall, to the extent legally permitted, promptly notify and forward such Data Subject Request to Customer. Taking into account the nature of the Processing, Cycode shall use commercially reasonable efforts to assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request under Data Protection Laws.

5. **CYCODE PERSONNEL**

- 5.1 **Confidentiality.** Cycode shall grant access to the Customer Personal Data to persons under its authority (including, without limitation, its personnel, counsel(s), data protection advisor(s), accountant(s)), only on a need to know basis and ensure that such persons engaged in the Processing of Customer Personal Data have committed themselves to confidentiality.

Further, Cycode may disclose the Customer Personal Data (a) as permitted hereunder or (b) to the extent required by a court of competent jurisdiction or other Supervisory Authority and/or otherwise as required by applicable laws or applicable Data Protection Laws and Regulations (in such a case, Cycode shall inform Customer of the legal requirement before the disclosure, unless that law prohibits such information on important grounds of public interest).

6. **AUTHORIZATION REGARDING SUB-PROCESSORS**

- 6.1 **General Authorization for use of Sub-processors.** Customer hereby grants general written authorization to Cycode to appoint Sub-processors to perform specific Processing activities on Customer Personal Data on its behalf. Cycode's current list of Sub-processors is available in Schedule 2 of this DPA and within Cycode's customer documentation (at <https://docs.cycode.com/docs/list-of-sub-processors>), the ("**Sub-processor List**") and is hereby approved by Customer. The Sub-processor List also contains a mechanism to subscribe to notifications of new Sub-processors, to which Customer may subscribe to receive such updates.

- 6.2 **Objection Right for New Sub-Processors.** To the extent required under Data Protection Laws, and provided that Customer has followed the subscription mechanism detailed the Sub-processor List, Cycode shall notify Customer of any intended changes concerning the addition or replacement of other Sub-processor(s) thereby giving Customer the opportunity to object. Customer may reasonably object to Cycode's use of a new Sub-processor for reasons related to the Data Protection Laws by notifying Cycode in writing within ten (10) days after receipt of Cycode's notice including the reasons for objecting to Cycode's use of such new Sub-processor. Failure to object to such new Sub-processor in writing within ten (10) days following Cycode's notice shall be deemed as acceptance of the new Sub-Processor. In the event Customer reasonably objects to a new Sub-processor, as permitted in the preceding sentences, Cycode will use reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer's use of the Services to avoid Processing of Customer Personal Data by the objected-to new Sub-processor without unreasonably burdening Customer. If

Cycode is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, Customer may, as a sole remedy, terminate the Agreement and this DPA by providing written notice to Cycode provided that all amounts due under the Agreement before the termination date shall be duly paid to Cycode. Until a decision is made regarding the new Sub-processor, Cycode may temporarily suspend the Processing of the affected Customer Personal Data. Customer will have no further claims against Cycode due to the termination of the Agreement and/or the DPA in the situation described in this paragraph.

- 6.3 Where Cycode engages a Sub-processor, we shall do so by way of a written contract which imposes on the Sub-processor substantially the same data protection obligations as in this DPA.

7. SECURITY

- 7.1 Controls for the Protection of Customer Personal Data. Taking into account the state of the art, Cycode shall maintain industry-standard technical and organizational measures, including as required pursuant to Article 32 of the GDPR, for protection of the security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Customer Personal Data), confidentiality and integrity of Customer Personal Data, as set forth in the Security Documentation. Upon Customer's request, Cycode will use commercially reasonable efforts to assist Customer, in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of the processing, the state of the art, the costs of implementation, the scope, the context, the purposes of the Processing and the information available to Cycode.
- 7.2 Third-Party Certifications and Audits. Upon Customer's written request at reasonable intervals, and subject to the confidentiality obligations set forth in the Agreement and this DPA, Cycode shall make available to Customer (or Customer's independent, third-party auditor that is not a competitor of Cycode) a copy or a summary of Cycode's then most recent third-party audits or certifications, as applicable (provided, however, that any such documentation shall be Cycode's confidential information and shall only be used by Customer to assess compliance with this DPA, and shall not be used for any other purpose or disclosed to any third party without Cycode's prior written approval and, upon Cycode's request, Customer shall return all such documentation in Customer's possession or control). At Customer's cost and expense, Cycode shall allow for and contribute to audits, including inspections, conducted by Customer (or Customer's independent, third-party auditor that is not a competitor of Cycode) provided that the parties shall agree on the scope, methodology, timing and conditions of such audits and inspections in advance. Notwithstanding anything to the contrary, such audits and/or inspections shall not contain any information, including without limitation, Personal Data, that belongs to Cycode's other customers.

8. TRANSFERS OF DATA

- 8.1 Transfers to countries that offer adequate level of data protection. Personal Data may be transferred from the Extended EEA Countries to countries that offer adequate level of data protection under or pursuant to the adequacy decisions published by the relevant data protection authorities of the Extended EEA Countries ("**Adequacy Decisions**"), without any further safeguard being necessary.
- 8.2 Transfers to other countries. If, and to the extent, the Processing of Customer Personal Data which is subject to Data Protection Laws of the EEA Extended Countries includes transfers by Customer from the Extended EEA Countries to Cycode in countries outside the Extended EEA Countries which have not been subject to an Adequacy Decision ("**Third Countries**"), the Parties agree that such transfers shall be undertaken on the basis of the Standard Contractual Clauses which are incorporated herein by reference and construed in accordance with **Schedule 3** below, unless another mechanism provided for in the Data Protection Laws of the applicable Extended EEA Country applies.

9. CPRA.

- 9.1 To the extent that the CPRA applies, Cycode shall be considered a Service Provider and shall be prohibited from: **(i)** selling or Sharing Customer Personal Data; **(ii)** retaining, using or disclosing Customer Personal Data for any other purpose other than the business purposes specified under the Agreement or as otherwise permitted under the CCPA, including retaining, using or disclosing Personal Data for a commercial purpose other than the business purposes specified in the Agreement; **(iii)** retaining, using or disclosing Customer Personal Data outside of the direct business relationship between Customer and Cycode; and (iv) Combining the Personal Data it receives from Customer with Personal Data it receives from or on behalf of another person or persons or that it collects from its own interactions with individuals As used in this section, "Sell", "Share", and "Service Provider" shall have the meaning assigned to them in the CPRA.

- 9.2 Notwithstanding the foregoing, Cycode may use, disclose, or retain Customer Data to: **(i)** transfer the Customer Personal Data to other Cycode's entities (including, without limitation, affiliates and subsidiaries), service providers, third parties and vendors, in order to provide the Services to Customer; **(ii)** to comply with applicable laws; **(iii)** to defend legal claims or comply with a law enforcement investigation; **(ii)** for internal use by Cycode to build or improve the quality of its services and/or for any other business purposes permitted under the CPRA; **(iii)** to detect data security incidents, or protect against fraudulent or illegal activity; and **(iv)** process, and analyze and retain de-identified information.

10. PERSONAL DATA INCIDENT MANAGEMENT AND NOTIFICATION.

- 10.1 To the extent required under applicable Data Protection Laws, Cycode shall notify Customer without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Personal Data (a "**Personal Data Incident**").
- 10.2 Cycode shall make reasonable efforts to identify the cause of such Personal Data Incident and take those steps as Cycode deems necessary, possible and reasonable in order to remediate the cause of such a Personal Data Incident. The obligations herein shall not apply to incidents that are caused by Customer or Customer's users. In any event, Customer will be the party responsible for notifying supervisory authorities and/or concerned Data Subjects (where required by Data Protection Laws).

- 11. RETURN AND DELETION OF PERSONAL DATA.** Subject to the Agreement, upon termination or expiry of the Services, Cycode shall, at the choice of Customer, delete or return the Customer Personal Data within a reasonable market-standard timeframe unless applicable law requires storage of the Customer Personal Data. In any event, Customer agrees that Cycode may retain Customer Personal Data in accordance with its standard backup procedures, for evidence purposes and/or for the establishment, exercise or defence of legal claims and/or to comply with applicable laws and regulations. If the Customer requests the Customer Personal Data to be returned, the Customer Personal Data shall be returned in the format generally available for Cycode's Customers.

12. AUTHORIZED AFFILIATES

- 12.1 Contractual Relationship. The Parties acknowledge and agree that, by executing the DPA, Customer enters into the DPA on behalf of itself and, as applicable, in the name and on behalf of its Authorized Affiliates, thereby establishing a separate DPA with Cycode. Each Authorized Affiliate agrees to be bound by the obligations under this DPA. All access to and use of the Services by Authorized Affiliates must comply with the terms and conditions of the Agreement and this DPA and any violation of the terms and conditions therein by an Authorized Affiliate shall be deemed a violation by Customer.
- 12.2 Communication. Customer shall remain responsible for coordinating all communication with Cycode under the Agreement and this DPA and shall be entitled to make and receive any communication in relation to this DPA on behalf of its Authorized Affiliates.

- 13. TERMINATION.** This DPA shall automatically terminate upon the termination or expiration of the Agreement under which the Services are provided. Sections 2, 3.4 and 14 shall survive the termination or expiration of this DPA for any reason. This DPA cannot, in principle, be terminated separately to the Agreement, except where the Processing ends before the termination of the Agreement, in which case, this DPA shall automatically terminate.

- 14. RELATIONSHIP WITH AGREEMENT.** In the event of any conflict between the provisions of this DPA and the provisions of the Agreement, the provisions of this DPA shall prevail over the conflicting provisions of the Agreement. Notwithstanding anything to the contrary in the Agreement and/or in any agreement between the Parties and to the maximum extent permitted by law: (A) Cycode's (including Cycode's Affiliates') entire, total and aggregate liability, related to Personal Data or information, privacy, security, or for breach of, this DPA, the Standard Contractual Clauses and/or Data Protection Laws, including, without limitation, if any, any indemnification obligation under the Agreement or applicable law regarding data protection or privacy, shall be limited to the amounts paid to Cycode under the Agreement within twelve (12) months preceding the event that gave rise to the claim; (B) in no event will Cycode and/or Cycode Affiliates and/or their third-party providers, be liable under, or otherwise in connection with this DPA for: (i) any indirect, exemplary, special, consequential, incidental or punitive damages; (ii) any loss of profits, business, or anticipated savings; (iii) any loss of, or damage to data, reputation, revenue or goodwill; and/or (iv) the cost of procuring any substitute goods or services; and (C) the foregoing exclusions and limitations on liability set forth in this Section shall apply: (a) even if Cycode, Cycode Affiliates or third-party providers, have been advised, or should have been aware, of the possibility of losses or damages; (ii) even if any remedy in this DPA fails of its essential purpose; and (iii) regardless of the form, theory or basis of liability (such as, but not limited to, breach of contract or tort).

- 15. AMENDMENTS.** Notwithstanding anything to the contrary contained herein, Company may modify this

DPA at any time by posting a revised version at <https://cycode.com/cycode-saas-agreement/>, which modifications will become effective as of the first day of the calendar month following the month in which they were first posted.

16. **LEGAL EFFECT.** Cycode may assign this DPA or its rights or obligations hereunder to any Affiliate thereof, or to a successor or any Affiliate thereof, in connection with a merger, consolidation or acquisition of all or substantially all of its shares, assets or business relating to this DPA or the Agreement. Any Cycode obligation hereunder may be performed (in whole or in part), and any Cycode right (including invoice and payment rights) or remedy may be exercised (in whole or in part), by an Affiliate of Cycode.

LIST OF SCHEDULES

- a. **SCHEDULE 1 – DETAILS OF THE PROCESSING**
- b. **SCHEDULE 2 – SUB-PROCESSOR LIST**
- c. **SCHEDULE 3 – STANDARD CONTRACTUAL CLAUSES**

SCHEDULE 1 – DETAILS OF THE PROCESSING

A. Subject matter

Cycode will Process Customer Personal Data as necessary to perform the Services pursuant to the Agreement, as further instructed by Customer in its use of the Services.

B. Nature and Purpose of Processing

1. Performing the Agreement, this DPA and/or other contracts executed by the Parties, including, providing the Service and enabling Cycode to: provide support, and technical updates and maintenance, investigate and prevent system abuse or bugs and fulfil legal obligations;
2. To comply with documented reasonable instructions provided by Customer where such instructions are consistent with the terms of the Agreement;
3. Resolving disputes, enforcing the Agreement, this DPA and/or defending Cycode's rights; and
4. Complying with applicable laws and regulations, including for cooperating with local and foreign tax authorities, preventing fraud, money laundering and terrorist financing.

C. Duration of Processing

Subject to any section of the DPA and/or the Agreement dealing with the duration of the Processing and the consequences of the expiration or termination thereof, Cycode will Process Customer Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.

D. Types of Customer Personal Data

1. Cycode Platform Account Data: Cycode Platform's user's data, including: Cycode account login credentials (email, password), name (first and last), and, to the extent provided at Customer's discretion, contact information (email, phone number); role; company; IP address and other server log data regarding the configuration, performance, security, access to and use of the Services; support communications.
2. Integration Data: As a result of the integration of Cycode Platform with Customer's third party systems (as determined by Customer), Cycode may process Customer's environment metadata. Such metadata may include configurations and details regarding Customers' organizations and third party source code repositories names on its systems, misconfigurations, list of installed packages and relevant third party systems' (such as software supply chain tools) user accounts. Such metadata does not generally contain Personal Data; however, depending on the Customer's environment and naming conventions, some limited Personal Data may be included. For example, source code repositories (such as GitHub/Gitlab/Bitbucket/Azure) and other third party systems may contain individuals' name, position, login credentials, contacts and other account information. In addition, as a result of such integrations, Cycode may also process information concerning security violations and misconfigurations that may be attributed to specific individuals.
3. Dynamic Data: If Customer uses Cycode for scanning, unstructured Personal Data might be temporarily processed by Cycode during such scanning. The type of the Personal Data depends on Customer's environment and type of scanning Customer chooses to perform via the Services.

Specifically, with respect to scanning of software supply chain pipeline tools, in many architectures there is minimal exposure to Customer records containing Personal Data, since Personal Data is usually stored in databases and not directly in the software supply chain pipeline.

If Customer chooses to use Cycode's Slack scanning feature (or similar communication platform scanning), such scanning may involve the processing of potential Personal Data contained in public channel communications.

4. Any other data (including Personal Data) that Customer chooses to make available to Cycode through the Service.

Customer acknowledges that Cycode does not control which Customer Personal Data Customer shares with it in the context of the Services.

E. Special categories of Personal Data

Cycode generally does not Process any special categories of Personal Data, however, Cycode does not control which Personal Data Customer shares with it in the context of the Services.

F. Categories of Data Subjects

As part of providing the Services, Cycode may Process Customer Personal Data related to Customer's Cycode Platform users, third party system users, employees, agents and service providers, the extent of which is solely determined by Customer.

SCHEDULE 2 – SUB-PROCESSOR LIST

For SaaS customers using Cycode's Global Data Region

Name	Service Provided (Purpose)	Hosting Region	EU/UK Transfer Mechanism
Cycode Ltd. (when contracting with Cycode Inc.)	Cycode Inc. parent company. Providing and improving the Cycode platform and related services	Israel	Adequacy Decision
Cycode Inc. (when contracting with Cycode Ltd.)	Cycode Ltd. wholly owned subsidiary. DevOps & customer support.	USA	SCC
Amazon Web Services	Cloud Hosting (US data center)	USA	SCC
ArangoDB	Database for supporting product features	USA	SCC
Google Cloud Platform	Cloud hosting (US data center), SAML, company communication (GMAIL)	USA	SCC
Fullstory, Inc.	Product analytics	USA	SCC
Mixpanel, Inc.	Product analytics	USA	SCC
Planhat, Inc.	Customer success management	USA	SCC
Grafana Labs (Raintank, Inc.)	Product analytics	USA	SCC
MongoDB	Database for supporting product features	USA	SCC
Zendesk, Inc.	Customer support software	EEA	UK Adequacy Decision
Document360 Limited	Technical Documentation	EEA	UK Adequacy Decision

For SaaS customers using Cycode's EU/UK Data Region

Name	Service Provided (Purpose)	Hosting Region	EU/UK Transfer Mechanism
Cycode Ltd. (when contracting with Cycode Inc.)	Cycode Inc. parent company. Providing and improving the Cycode platform and related services	Israel	EU & UK Adequacy Decisions
Amazon Web Services	Cloud Hosting	EEA	UK Adequacy Decision
ArangoDB	Database for supporting product features	EEA	UK Adequacy Decision
MongoDB	Database for supporting product features	EEA	UK Adequacy Decision
Zendesk, Inc.	Customer support software	EEA	UK Adequacy Decision
Document360 Limited	Technical Documentation	EEA	UK Adequacy Decision

SCHEDULE 3
STANDARD CONTRACTUAL CLAUSES

Incorporation and interpretation of the Standard Contractual Clauses

1. The Parties agree that the terms of the Standard Contractual Clauses are hereby incorporated by reference and shall apply to transfers by Customer of Customer Personal Data which are subject to Data Protection Laws of the EEA Extended Countries to Cycode in Third Countries, and such transfers are not performed through an alternative recognized compliance mechanism for the lawful transfer of personal data (as defined in the GDPR) outside the EEA Extended Countries.
2. Module Two (Controller to Processor) of the Standard Contractual Clauses shall apply where such transfer is effectuated by Customer as the Controller of the Personal Data to Cycode as the Processor of the Customer Personal Data.
3. Module Three (Processor to Processor) of the Standard Contractual Clauses shall apply where such transfer is effectuated by Customer as the Processor of the Customer Personal Data to Cycode as a Sub-processor of the Customer Personal Data.
4. If there is a conflict between the provisions of this Agreement and the Standard Contractual Clauses, the Standard Contractual Clauses will prevail, provided that, except to the extent prohibited by applicable law, the Standard Contractual Clauses shall be interpreted in accordance with and subject to this DPA and the Agreement, including without limitation, the provisions on limitation of liability, instructions, storage, erasure and return of Personal Data, audits and engagement of Sub-processors.
5. Where requested by Cycode, Customer shall be responsible for issuing such communications to Data Subjects as are required in order for Cycode to comply with its obligations under the Standard Contractual Clauses.
6. Where Module Three applies, upon Cycode's request, Customer shall provide Cycode with reasonable assistance to engage, consult or communicate with the Controller and Data Subjects on Cycode's behalf.
7. For the purpose of Section III, Clause 14 of the Standard Contractual Clauses, the parties acknowledge and agree that, as between the parties, the Customer (acting as data exporter) is responsible for: (i) assessing the laws of the country to which it transfers Personal Data; and (ii) determining whether or not the transfer meets the requirements of Section III, Clause 14(a) of the Standard Contractual Clauses. Where Cycode (as data importer) provides information to the Customer (acting as data exporter) for assisting the Customer in its assessment, such information is provided on an "as is" basis for informational purposes only. Without prejudice to Section III, Clause 14(c) of the Standard Contractual Clauses, Cycode (as data importer) shall not be liable for any losses suffered by the Customer in connection with its assessment.
8. Notwithstanding anything to the contrary, where the applicable Extended EEA Country where the data exporter is established or from where the transferred personal data originated is not a Member State of the European Union, references in the Standard Contractual Clauses to:
 - a. "Member States of the European Union" shall refer to the applicable Extended EEA Country in which the data exporter is established or from where the Transferred Personal Data originated (as applicable)
 - b. "the GDPR" shall refer to the Data Protection Laws of the Extended EEA Country in which the data exporter is established or from where the Personal Data originated;
 - c. "supervisory authority" shall refer to the data protection authority in the Extended EEA Country as determined in Annex I(C) below; and
9. To the extent that Personal Data transfers are governed by the UK GDPR, the Standard Contractual Clauses as amended by the UK Addendum shall be incorporated into and form an integral part of this DPA, with the necessary modifications described in section 8 above, and the relevant annexes, appendices or tables shall be deemed populated with the information set out in this DPA. All disputes between the importer and exporter with regards to such transfers shall be governed by the laws of, and subject to the jurisdiction of the courts of England & Wales.
10. Completion of the Standard Contractual Clauses:
 - a. Clause 7 of the Standard Contractual Clauses (Docking Clause) shall apply.
 - b. Option 2: GENERAL WRITTEN AUTHORISATION in Clause 9 of the Standard Contractual Clauses shall apply, and the method for appointing and time period for prior notice of Sub-processor changes shall be as set forth in Section 6 of the DPA.

- c. In Clause 11 of the Standard Contractual Clauses, the optional language will not apply.
- d. In Clause 17 of the Standard Contractual Clauses, Option 1 shall apply, and the Parties agree that the Standard Contractual Clauses shall be governed by the laws of the Republic of Ireland.
- e. In Clause 18(b) of the Standard Contractual Clauses, disputes will be resolved before the courts of the Republic of Ireland.
- f. **Annex I.A** of the Standard Contractual Clauses shall be completed as follows:
 - i. Data Exporter: Customer whose details are provided in the Agreement.
 - ii. Contact details: As detailed in the Agreement.
 - iii. Data Exporter Role:
 - 1. Module Two: The Data Exporter is a data controller.
 - 2. Module Three: The Data Exporter is a data processor.
 - iv. Data Importer: Cycode.
 - v. Contact details: As detailed in the Agreement.
 - vi. Data Importer Role:
 - 1. Module Two: The Data Importer is a data processor.
 - 2. Module Three: The Data Importer is a sub-processor.
- g. **Annex I.B** of the Standard Contractual Clauses shall be completed as follows:
 - i. The categories of data subjects are described in **Schedule 1** (Details of Processing) of this DPA.
 - ii. The categories of personal data are described in **Schedule 1** (Details of Processing) of this DPA.
 - iii. The frequency of the transfer is a continuous basis for the duration of the Agreement.
 - iv. The nature of the processing is described in **Schedule 1** (Details of Processing) of this DPA.
 - v. The purpose of the processing is described in **Schedule 1** (Details of Processing) of this DPA.
 - vi. The period for which the personal data will be retained is for the duration of the Agreement, unless agreed otherwise in the Agreement and/or the DPA.
 - vii. In relation to transfers to Sub-processors, the subject matter, nature, and duration of the processing is set forth in **Schedule 1** (Details of Processing) of this DPA.
- h. **Annex I.C** of the Standard Contractual Clauses shall be completed as follows:
 - i. The competent supervisory authority in accordance with Clause 13 is the supervisory authority in the Member State stipulated above.
- i. **Annex II Cycode Security Measures.** The Security Documentation referred to in the DPA serves as technical and organizational measures to support the security of Personal Data incorporated into Annex II of the Standard Contractual Clauses, in addition to the following measures:
 - Cycode maintains industry standard measures to protect the Personal Data from interception (including in transit from Exporter to Cycode and between different systems and services). This includes maintaining the Personal Data Protection Measures (including encryption of Personal Data whilst in transit and at rest), detailed in Exhibit I below.
 - Cycode will make reasonable efforts to resist, subject to applicable laws, any request for bulk surveillance relating to the Personal Data protected under the GDPR or the UK GDPR, including (if applicable) under section 702 of the United States Foreign Intelligence Surveillance Court ("FISA").
 - If Cycode becomes aware of any law enforcement agency or other governmental authority ("Authority") attempt or demand to gain access to or a copy of the Personal Data (or part thereof), whether on a voluntary or a mandatory basis, then, unless legally prohibited or under a mandatory legal compulsion that requires otherwise, Cycode shall:

- i. Inform the relevant Authority that the Cycode is a Processor (or Sub-processor) of the Personal Data and that Exporter, as the Controller (or Processor) has not authorized Cycode to disclose the Personal Data to the Authority,
 - ii. Inform the relevant Authority that any and all requests or demands for access to the Personal Data should be directed to or served upon Exporter in writing;
 - iii. Use reasonable legal mechanisms to challenge any such demand for access to Personal Data which is under the Cycode's control. Notwithstanding the above, if, taking into account the nature, scope, context and purposes of the related Authority's intended access to Personal Data, Cycode has a reasonable and good-faith belief that urgent access is necessary to prevent an imminent risk of serious harm to any individual or entity, this subsection shall not apply. In such event, Cycode shall
 - iv. notify Exporter, as soon as possible, following the access by the Authority, and provide Exporter with relevant details, unless and to the extent legally prohibited to do so.
- Cycode will inform Exporter, at the Exporter's written request (and not more than once a year), of the types of binding legal demands for Personal Data Cycode has received and complied with, including demands under national security orders and directives, specifically including any process under Section 702 of FISA.

EXHIBIT I

TECHNICAL AND ORGANIZATIONAL MEASURES

Description of the technical and organizational measures implemented by Cycode to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

1. Compliance and Certifications	Cycode is certified as ISO 27001 and SOC-2 certified. Copies of our certifications can be shared upon demand, subject to NDA.
2. Security Management	Cycode maintains a written information security program (ISP) that includes policies, processes and controls governing the processing of Personal Data, designed to (a) secure Personal Data against accidental or unlawful loss, access or disclosure; (b) identify reasonably foreseeable risks to security and unauthorized access to Cycode Network, and (c) minimize security risks, including through risk assessment and regular testing. For the purpose of this Schedule, "Cycode Network" means the hosting software and systems as employed or used by Cycode to process or store Personal Data.
3. Maintaining of an Information Security Policy	Cycode established, maintains and follows an ISP that is based on its security and privacy policies that are regularly reviewed and disseminated to all relevant parties and personnel within the organization. Security policies and derived procedures clearly define information security responsibilities, including responsibilities for: • Maintaining security policies and procedures; • Secure development operation and maintenance of software and systems; • Security alerts and incidents response procedures (including escalation); • User account administration; • Monitoring and control of all systems that may have access to Personal Data.
4. Secure Networks and Systems	To protect Personal Data, Cycode has installed and maintains a firewall (or functionally equivalent technology) that controls all traffic allowed between Cycode Network and any untrusted networks or devices, as well as traffic into and out of more sensitive assets within it's the Cycode Network. This includes current documentation, change control and regular reviews.
5. Personal Data Protection Measures (including storage limitation, data minimization and retention and encryption)	• Cycode limits Personal Data storage to the minimum necessary for the provision of the service and implements applicable data retention and disposal policies. • Cycode uses industry standard encryption and for all stored Personal Data. • Cycode has documented and implemented all necessary procedures to protect cryptographic keys used to secure stored Personal Data against misuse. • All transmission of Personal Data across open, public networks is encrypted using industry standard encryption algorithms.
6. Vulnerability Management Efforts	Cycode protects its systems against malware, including via installation of anti-virus software (or similar programs), which is regularly updated. Cycode further maintains secure systems and applications by: • Establishing and evolving processes to identify and fix security vulnerabilities; • Implementing strict change procedures for changes to system components, including separation of development and test environments from production environments and avoiding use of Personal Data for testing or development; • Facilitating a secure software development process based on best practices, that incorporates information security throughout the software-development lifecycle;
7. Access Control Measures	• Cycode restricts access to Personal Data on a need-to-know basis to ensure access is limited to authorized personnel and for the purposes agreed in this DPA. This is achieved by: • Establishing and maintaining access control system(s) for systems that process Personal Data, with a default "deny-all" setting. • Management of access to such systems using individually assigned unique IDs, which allow identification and authentication and ensures that actions taken on Personal Data can be traced and reviewed. • Implementing processes that control the addition, deletion, modification, revocation and disabling of credentials and user permissions, as well as lock out of users after repeated failed access attempts and timely termination of idling session. • For user authentication purposes, utilizes strong passwords that meet industry standard complexity rules, and are changed on a regular basis.
8. Restriction of Physical Access to Personal Data Processing Systems	• Cycode services are hosted on AWS and Google Cloud Platform cloud-based data centers, for which Equinix provides all physical colocation services. Our infrastructure providers maintain industry-standard security certifications, including: ISO 27001, ISO 27017, ISO 27018, SOC 1, SOC 2, SOC 3 and PCI DSS Level 1.

	● Cycode review CSP's SOC2 Type2 report on an annual basis including reviewing controls related to physical security. ● Our data storage locations are detailed in our privacy policy. ● More info on our Cloud Service Providers' security can be found at the AWS security page and the Google Cloud security page. ● Cycode's offices worldwide are physically secured by personal identification access restriction and/or dedicated access keys
9. Regular Monitoring and Testing of Networks	● Access to Cycode Network and Personal Data is monitored using mechanisms that allow tracking, alerting, and analysis on a regular basis as well as upon need. ● All systems that process Personal Data are provided with correct and consistent time and audit trails, including file-integrity monitoring to prevent change of existing log data and/or generate alerts in such case. Audit trails for critical systems are kept for, at least, one year. ● Security of such systems is regularly tested and reviewed at least annually. This is to ensure that security controls for system components, processes and custom software continue to reflect a changing environment. Security testing includes: ● Internal and external network vulnerability tests that are carried out at least annually. An external, qualified party carries out the external network vulnerability tests. ● External and internal penetration tests using Cycode's penetration test methodology that is based on industry-accepted penetration testing approaches that cover the all systems that process Personal Data and cover application-layer as well as network-layer tests ● Test results are kept on record and findings are remediated in a timely manner.
10. Incident Response Plan	● Cycode has implemented and maintains an incident response plan and is prepared to respond immediately to a system breach. Such plan includes: ● Definition of roles, responsibilities, and communication and contact strategies in the event of a compromise, including notifications to customer; ● Specific incident response procedures; ● Analysis of legal requirements for reporting compromises; ● Regular review and testing of the plan; ● Incident management personnel that is available 24/7; ● Training of staff; ● Cycode established and maintains a business continuity process (BCP). ● Data backup processes have been implemented and are tested regularly.
11. Third Party Risk Management Program	Prior to engaging new third-party service providers or vendors who will have access to Customer Personal Data or systems that process Customer Personal Data, Cycode conducts a due diligence process, that includes an assessment of the service provider data security practices.