CYCODE ENTERPRISE SAAS AGREEMENT

This Cycode Enterprise SaaS Agreement (the "**Agreement**"), is effective on the earlier of: (i) the date of the execution of an Order referencing this Agreement; or (ii) Customer's use of the Service (the "**Effective Date**"), by and between Cycode Inc. (if Customer is incorporated in the United State of America or if Customer's corporate headquarters is located in the United State of America) or Cycode Ltd. (if Customer is not incorporated in the United State of America and Customer's corporate headquarters is not located in the United State of America) (the "**Company**") and the entity referenced in the Order (the "**Customer**"; and each, a "**Party**" and collectively, the "**Parties**"). Customer may use the Service (as defined below) subject to the terms below.

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.

1.10 "**User**" means an employee of Customer authorized to access and use the Service.

2. Subscription; Access and Use.

2.1 <u>Access Rights</u>. 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.

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.

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.

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.

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.

2.2 Service Specific Terms. The Schedule below highlight 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.

2.3 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.

2.4 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.

2.5 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.

2.6 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 which are not included in the SLA ("**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. **Subscription Fees**.

4.1 Subscription Fees. If Customer has purchased the Subscription under Section 2 directly from Company this Section 4 shall apply.

Customer shall pay Company the Subscription fees specified in the Order (the "**Subscription Fees**").

4.2 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**").

4.3 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.

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.

4.4 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 5 (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.

4.5 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.

4.6 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.

5. **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 sub-license), 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 (eg., 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.

6. **Customer Data.**

6.1 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 or 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 it ("**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.

6.2 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.

6.3 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. To the extent that Customer needs a data processing agreement and/or a CCPA addendum, Customer shall send an email request to privacy@cycode.com, requesting Company's Data Processing Agreement and/or CCPA addendum and return it signed to Company as described therein. In the event Customer fails to comply with any data protection or privacy law or regulation, and/or any provision of the DPA, and/or fails to return an executed version of the DPA to Company, then, to the maximum extent permitted by law, Customer shall be solely and fully responsible and liable for any such breach, violation, and/or processing of personal data without a DPA by Company and its Affiliates and subsidiaries.

7. **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 interoperation 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.

8. **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 is will not allow any User that is a competitor of Company (as reasonably determined by Company), to access and/or use the Service.

9. **Intellectual Property Rights**.

9.1 <u>Ownership</u>. The Service and/or any copies thereof, is not for sale and is the sole property of Company and/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.

9.2 <u>Feedback</u>. 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.

10. **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.

11. **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.

12. **LIMITED WARRANTIES**. 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 8 AND THIS SECTION 12, 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.

13. **LIMITATION OF LIABILITY**. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, 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.

EXCEPT FOR COMPANY'S INDEMNIFICATION OBLIGATION UNDER SECTION 14, 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 TOTAL AMOUNTS ACTUALLY PAID TO COMPANY BY CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. 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).

14. **Indemnification**. 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 sets forth Customer's sole remedy and Company' 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.

15. **Term and Termination**.

15.1 **Term**. This Agreement shall enter into force and effect on the Effective Date and shall remain in full force and effect for the initial subscription period specified in the Order or the initial subscription terms specified in the Partner Order Form (as the case may be) (the "**Initial Subscription Term**"). In case Customer purchased the subscription directly from the Company, then unless stated otherwise in an Order, following such Initial Subscription Term, the Agreement shall be automatically renewed at the then-applicable subscription fees for successive one (1) year terms unless terminated earlier as set forth herein and/or either Party provides the other Party with at least a sixty (60) days' prior written notice of non-renewal (each a "**Renewal Term**" and together with the Initial Subscription Term, the "**Subscription Term**").

For the avoidance of doubt, if Customer has purchased the Service through a cloud marketplace, then the Subscription Term commences on the Effective Date of this Agreement and not the date determined by the marketplace.

15.2 **Termination**. 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 by Customer until the date of termination are non-refundable. 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.

16. **Miscellaneous**.

16.1 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.

16.2 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.

16.3 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.

16.4 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.

16.5 Customer Reference. Unless otherwise expressly specified in an Order, Customer hereby 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.

16.6 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.

16.7 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.

16.8 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, and/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.

16.9 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 Tel Aviv, Israel shall have the exclusive jurisdiction with respect to any dispute and action arising under or in relation to this Agreement.

16.10 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.

16.11 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.

16.12 Electronic counterparts. This Agreement may be executed in electronic counterparts, each of which counterpart, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same agreement.

16.13 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.:
181 Metro Dr., Ste 410 San Jose, CA 95110,
Email: legal@cycode.com

If to Cycode Ltd.:
45 Rothschild Blvd, Tel Aviv - Jaffa, Israel,
Email: legal@cycode.com

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the Effective Date.

_____   **_____**
Cycode, Inc. / Cycode Ltd.   **Customer**
(as applicable)   Legal entity:

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

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.

Schedule – 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 polices 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.