TERMS AND CONDITIONS

By entering into a commercial terms form over Scytale's website (the "**Commercial Terms Form**"), you expressly acknowledge and agree that you, on behalf of yourself or your organization (the "**Customer**" or "**you**"), are entering into a legal agreement with Scytale.AI Ltd ("**Scytale**") and have understood and agree to comply with, and be legally bound by, this terms and conditions (the "**Agreement**")

Any terms and conditions included in any ordering document from the Customer (including without limitation, any purchase order) that are inconsistent, conflicting or additional to the terms in this Agreement will be void. In the event that a Commercial Terms Form was entered into between the parties which deviates from the terms of this Agreement, the terms of such Commercial Terms Form and any annexes attached thereto shall prevail.

1. **Introduction**

1.1. Access to Scytale's proprietary web-based platform and services (including automated services) related to InfoSec Compliance audits, assessment, preparation, integration, automation and management and any other material (whether written or oral), products, deliverables, reports and/or services provided by Scytale under this Agreement (collectively, the "**Platform**") is provided to Customer subject to the terms of this Agreement. This Agreement forms a legally binding contract between Customer and Scytale in relation to Customer's use of the Platform. The Platform also includes all enhancements, modifications, additions, translations, compilations, or other software delivered to Customer by Scytale hereunder and any and all printed and electronic documentation provided with the Platform.

1.2. Customer may not use the Platform and may not accept the Agreement if it is an entity barred from receiving the Platform under the laws of the State of Israel or other countries including the country in which Customer is a resident or from which Customer uses the Platform.

1.3. If Customer is agreeing to be bound by this Agreement on behalf of its employer or other entity, Customer represents and warrants that it has full legal authority to bind its employer or such entity to this Agreement. If Customer does not have the requisite authority, it may not accept the Agreement or use the Platform on behalf of its employer or other entity.

2. **The   Services**

2.1. Customer shall not make any copies of the Platform and is expressly prohibited from providing the Platform or any portion thereof, or access thereto, to any third party, except as otherwise agreed to by Scytale in writing.

2.2. Customer is solely responsible for providing equipment, infrastructure, servers and all third-party software and licenses required for running the Platform. Customer is responsible for all fees charged by third parties related to its access and use of the Platform (e.g., charges by internet service providers). If any IP addresses, hosts, facilities or web applications are owned or hosted with a service provider or other third party, it will be necessary for Customer to obtain permission from that party before using the Platform in writing or through email. Customer hereby represents and warrants that it has or will obtain prior to using the Platform any authorizations and consents required in order to use the Platform and shall, if requested by Scytale, provide written evidence of such consent to Scytale.

2.3. Scytale may make modifications, additions and upgrades to the Platform, as it deems necessary. The terms of this Agreement will apply to any updates that Scytale may make available to Customer unless the update is accompanied by a separate license, in which case the terms of that license will govern.

2.4. Scytale shall make commercially reasonable efforts to ensure that the Platform will be accessible and functional on a continuous basis, with the exception of scheduled maintenance periods in accordance with its internal Service Level Agreement. The foregoing notwithstanding, Customer

acknowledges and agrees that the Platform may be inaccessible or inoperable at any time and for any reason, including without limitation due to equipment malfunctions, unscheduled maintenance or repairs, or causes that are beyond Scytale's reasonable control or not reasonably foreseeable by Scytale, including without limitation interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. If the Platform becomes inaccessible or is not fully functional, other than due to scheduled maintenance, Scytale shall have qualified personnel respond and endeavor to remedy such unavailability or failure of functionality as soon as reasonably possible.

2.5. In using the Platform, Customer will adhere to all applicable laws regarding the transmission and distribution of information or material over the internet and will otherwise adhere to generally accepted standards of internet usage.

3. **Account** **Information**

3.1. During the process of creating a user account in order to access the Platform ("Account"), each Customer's end-user may be required to log in using its organizational user, including username and password (the "Login Information"). The following rules govern the security of Customer's Account and Login Information. For the purposes of this Agreement, references to Account and Login Information shall include any account and account information, including user names, passwords or security questions, whether or not created for the purpose of using the Platform, that are used to access the Platform:

3.1.1 Customer shall not share its Account or Login Information, nor let anyone else access its Account or do anything else that might jeopardize the security of its Account;

3.1.2. In the event Customer becomes aware of or reasonably suspects any breach of security, including, without limitation any loss, theft, or unauthorized disclosure of its Login Information or unauthorized access to its Account, Customer must immediately notify Scytale and modify its Login Information;

3.1.3. Customer is solely responsible for maintaining the confidentiality of the Login Information, and will be responsible for all uses of its Login Information, including purchases, whether or not authorized by it;

3.1.4. Customer is responsible for anything that happens through its Account, whether or not such actions were taken by it, including, for the avoidance of doubt, actions taken by third parties. Customer therefore acknowledges that its Account may be terminated if someone else uses it to engage in any activity that violates this Agreement or is otherwise improper or illegal;

3.1.5. Customer undertakes to monitor its Account and restrict use by any individual barred from accepting this Agreement and/or using the Platform, under the provisions listed herein or any applicable law. Customer shall accept full responsibility for any unauthorized use of the Platform by any of the above mentioned;

3.1.6. Scytale reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to claims by a third party that a username violates such third party's rights.

3.2. As Scytale operates the Platform, Scytale may have access to certain information, such as personal information related to the Customer and its end-users contact details (name, email address, and position within the company)(the "**Customer Data**"). As the exclusive owner of the Customer Data, Customer represents that to the extent the Customer Data includes any personally identifiable information, to the extent applicable, Customer has provided all appropriate notices, received the required consents or permits and/or have any and all ongoing legal bases, and has acted in compliance with applicable privacy laws and regulations, as to allow Scytale to use the Customer Data solely in order to provide the Platform. Scytale 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, hold and/or manage the Customer Data through Scytale's authorized third party

service providers as reasonable for business purposes. To the extent Customer requires a Data Processing Agreement ("**DPA**"), the parties shall comply with the Scytale's DPA which shall be made available to Customer upon request.

4. **Account**   **Termination**

4.1. Scytale may refuse access to the Platform or may terminate Customer's Account upon a suspected violation of this Agreement, illegal or improper use of Customer's Account, or illegal or improper use of the Platform or Scytale's intellectual property as determined by Scytale in its sole discretion, by providing Customer prior written notice. Customer may lose its user name as a result of Account termination, without responsibility on the part of Scytale for any damage that may result from the foregoing. If Customer has more than one Account, Scytale may terminate all of its Accounts. In the event that Scytale terminates Customer's Account, Customer may not participate nor make use of the Platform again without Scytale's express consent. Scytale reserves the right to refuse to keep Accounts for, and provide access to the Platform or other services to, any individual. Customer may not allow entities whose Accounts have been terminated by Scytale to use its Account. If Customer believe that any action has been taken against its Account in error, please contact Scytale at security@scytale.ai

4.2. In addition to the foregoing, Scytale may selectively remove or revoke benefits associated with Customer's Account. If Customer's Account, or a particular subscription for the Platform associated with Customer's Account, is terminated, suspended and/or if any benefits are selectively removed or revoked from Customer's Account, no refund will be granted, no benefits will be credited to Customer or converted to cash or other forms of reimbursement, and Customer will have no further access to its Account or benefits associated with its Account or such particular service.

4.3. Customer is solely responsible to preserve the originals of any content it provides and/or uploads to the Platform. Scytale does not guarantee that any content will always be available through the Platform.

5. **Consideration**

5.1. Customer will pay Scytale a subscription fees for the Platform in accordance with the commercial terms set forth in the Commercial Terms Form, to the extent executed, or such other order form executed between Scytale and the Customer ("**Fees**"). The Fees shall be paid regardless of actual use of the Platform and shall be non-refundable. Scytale shall not be under obligation to refund any Fee's or make any credits for early termination, partial or no use of the Platform.

5.2. All Fees are net and exclusive of any taxes (including without limitation any Value Added Tax or other sales tax), customs, tariffs or other charges or fees, except taxes arising from Scytale's income, all of which will be added to such prices and fees and borne exclusively by Customer. All Fees payments must be made in cleared funds, meaning without any deduction or set-off, even if some portion of the amount paid by Customer is required by any bank, or governmental, fiscal or other authority. If Customer is required to make any such deduction, Customer must pay such additional amounts as are necessary to ensure Scytale's receipt of the full amount charged.

5.3. Any payments by Customer that are not paid on or before the date such payments are due under this Agreement shall bear interest of one percent (1%) per month. Interest shall accrue beginning on the first day following the due date for payment and shall be compounded quarterly. In addition, and without derogating from any other remedies available to Scytale, Scytale may:

5.4. If the non-payment of an invoice continues for a period of sixty (60) days from the date of invoice – disconnect the Platform. Customer will not be able to login to the account and analytics and alerts will be disabled.

5.5. If the non-payment of an invoice continues for a period of ninety (90) days from the date of invoice – terminate the Agreement. All account data and history shall be permanently deleted.

6. **Term**   **and**   **Termination**

6.1. The term of this Agreement shall be set in the Commercial Terms Form or until such time that it is earlier terminated in accordance with its provisions set hereunder (the "Term"). The Term and any

renewal term are subject to earlier termination as otherwise provided herein. Notwithstanding the aforesaid, the Term of this Agreement shall be automatically renewed and extended for additional consecutive periods of 12 (twelve) months each, without a requirement of notice thereof by either Scytale or Customer, unless terminated by any Party in accordance with the terms hereunder. Either party may choose not to renew this Agreement without cause for any reason.
6.2. Scytale may terminate this Agreement immediately upon written notice to Customer if Customer has materially breached this Agreement or if Customer fails to make any timely payment of the Fees.
6.3. Upon termination, all rights and obligations pursuant to this Agreement including any licenses shall immediately terminate, except for any provisions of this Agreement that are intended by their nature to survive termination, including Sections 6 ("*Term and Termination*"), 8 ("*Title*"), 9 ("*Confidential Information*"), 10 ("*Limitations on use*"), 11 ("*Disclaimer of Warranties"),* 12 *("Limitations on Liability*") and 14 ("*General*") hereunder, which shall survive the expiration or termination of this Agreement.

7. **Information   Collected**
7.1. During the course of Customer's use of the Platform, Scytale may collect information regarding Customer's use of the Platform, such as information on which tools and/or services in the Platform are being used and how they are being used, connection time to Scytale's, etc. Any such information gathered by Scytale will be used in general, aggregated, non-personally identifiable form in connection with evaluating and improving Scytale's products and technology and for statistical purposes. Notwithstanding, the use of any of our on-line services, shall be subject to Scytale's Privacy Policy, as shall   be   updated   from   time-to-time.
7.2. Following termination of this Agreement, Customer may, for a period of 30 days, request Scytale to receive the Customer Data. Following the lapse of the aforesaid 30 days period, and provided that Customer did not renew use of the Platform, Scytale may, but shall not be required to, delete the Customer Data.

8. **Title**
8.1. All right, title and interest (including any and all intellectual property rights) in the Platform and any improvements and enhancements thereto including all deliverables and work products compiled or developed by Scytale in the performance of this Agreement shall at all times remain with Scytale and no rights in the Platform or under any Scytale intellectual property rights are granted to Customer except as explicitly provided in Section 2 Customer will have a non-exclusive, non-transferable license to use any deliverables or other work product compiled or developed by Scytale in the performance of this Agreement which are delivered to Customer, upon Customer's payment in full of all Fees and other amounts due for such deliverables or work product (the "**Deliverables**").
8.2. Customer shall not permit any third party to: (a) engage in, cause, or permit the reverse engineering, disassembly, decompilation or any similar manipulation or attempt to discover the source code of the Platform or any part thereof; (b) bypass, alter, or tamper with any security or lockout features of the Platform; (c) create any derivative work or translation of the Platform.
8.3. Nothing in this Agreement gives Customer a right to use any of Scytale's trade names, trademarks, service marks, logos, domain names, or other distinctive brand features, without Scytale's prior   written   authorization.
8.4. The Customer hereby agrees that Scytale shall be permitted, for the duration of this Agreement and thereafter, without time limitation, to include in its publications, including, without limitation, on Scytale's website and Scytale's other web publications and in Scytale's written marketing materials, references identifying the Customer as a client of Scytale, including depiction of the Customer's name, logo   and   marks.
8.5. Customer hereby agrees to provide Scytale with feedback concerning the functionality and performance of the Platform, from time to time, as reasonably requested by Scytale, including, without limitation identifying potential errors, enhancements and improvements. Any feedback, suggestions, ideas or other inputs that Customer provides Scytale in connection with the Platform may be freely used by Scytale to improve or enhance its products and, accordingly, all rights to such improvements

and/or enhancements, howsoever arising, including as a result of any ideas, inputs or information provided by Customer as aforesaid, shall vest solely with Scytale.

9. **Confidential Information**

Customer acknowledges and agrees that the Platform was developed at considerable time and expense by Scytale and contains valuable trade secrets and confidential information of Scytale.
Each party agrees to maintain the confidentiality of any proprietary information received by it from the other party during, or prior to entering into, this Agreement, including, without limitation, the Platform and any know-how disclosed by Scytale, trade secrets and other proprietary information, that a party should know is confidential or proprietary based on the circumstances surrounding the disclosure, including, without limitation, non-public technical and business information and all other information obtained during the use of the Platform as permitted hereunder ("**Confidential Information**"). The restriction herein shall not apply (i) to the extent that such information is in the public domain or hereafter falls into the public domain through no fault of the receiving party; (ii) rightfully received by the receiving party without any restrictions; (iii) required to be disclosed pursuant to an order of a court of competent jurisdiction or by applicable law or regulation, provided however, that such disclosure is made only to the extent and solely to the recipient legally required and that the receiving party provides the disclosing party with adequate prior written notice of such legal requirement and with the opportunity to oppose the disclosure or obtain a protective order. Each party agrees not to use said Confidential Information for any purpose except as necessary to fulfill its obligations and exercise its rights under this Agreement. Each party shall protect the secrecy of and avoid disclosure and unauthorized use of the other party's Confidential Information to the same degree that it takes to protect its own confidential information and in no event less than reasonable care.
To the extent a non-disclosure agreement was executed between the parties prior to execution of this Agreement, the terms of such non-disclosure agreement will continue to apply and the provisions of this Section 9 shall be in addition to, and not in lieu thereof.

10. **Limitations on Use**

Customer agrees to use this Platform solely to perform InfoSec Compliance related assessment, preparation, integration and audit management and other services provided by Scytale through Scytale's Platform.
Customer agrees to use the Platform's services to make only legitimate actions.
Customer agrees to not abuse the Platform. "Abuse" includes, without limitation, using the Platform to:
10.1. Defame, harass, stalk, threaten, abuse or otherwise violate others' rights as defined by applicable law.
10.2. Harm or interfere with the operation of others' computers and software in any respect, including, without limitation, by uploading, downloading or transmitting corrupt files or computer viruses.
10.3. Violate applicable intellectual property, publicity or privacy rights, including, without limitation, by uploading, downloading or transmitting materials or software.
10.4. Omit or misrepresent the origin of, or rights in, any file Customer download or upload, including, without limitation, by omitting proprietary language, author identifications, or notices of patent, copyright or trade-mark.
10.5. Transmit, post, or otherwise disclose trade secrets, or other confidential or protected proprietary material or information, moreover, provide Scytale's proprietary information to any 3rd party (including: business entities, vendors, integrators etc.).
10.6. Download or upload files that are unlawful to distribute through the Platform.
10.7. Interfere with or disrupt the Platform or servers or networks connected to the Platform, including attempting to interfere with the access of any other user, host or network, including without limitation, overloading, initiating, propagating, participating, directing or attempting any "denial of service" attacks, "spamming", "crashing", "flooding" or "mail-bombing" the Platform.

10.7. Direct bots, spiders, crawlers, avatars, intelligent agents or any other automated process at Scytale's computer systems or otherwise, create unreasonable load upon any of Scytale's computer hardware, network, storage, input/output or electronic control devices or infrastructure.

10.8. Transmit any information or software obtained through the Platform, or copy, create, display, distribute, license, perform, publish, recreate, reproduce, sell, or transfer works derived from the Platform, except for its right to use the Deliverables, without derogating from section 8 above.

10.10. Falsely use a password or personal identification number during logging into the Account or misrepresent one's identity or authority to act on behalf of another.

10.11. Violate this Agreement in any other manner.

11. **Disclaimer** **of** **Warranties**

11.1. The Platform and services provided thereunder are provided on an "AS IS" and "AS AVAILABLE" basis. Customer shall be solely responsible for any and all acts or omissions taken or made in reliance on the Platform. To the fullest extent permitted by law, Scytale, its officers, directors, employees, and agents disclaim any and all warranties, whether express or implied, including, without limitation, any implied warranties of merchantability, title, fitness for a particular purpose or use, satisfactory quality, non-infringement, accuracy or completeness of the content of the Platform, that any data stored with Scytale will be secure or otherwise not lost or damaged, or that the Platform will be uninterrupted or error free.

11.2. Scytale makes no representations about the accuracy, quantity, sufficiency or quality of data that it provides. Scytale does not guarantee that the information provided by the Platform is accurate or complete, or the results to be achieved from such information, including any specific conversion rates.

11.3. Customer understands that use of the Platform does not constitute any guarantee or assurance that security of its systems, networks and assets cannot be breached or are not at risk. Use of the Platform is an assessment, as of a particular date. Furthermore, Scytale is not responsible for updating its Platform including any reports and assessments provided as part of the Platform, or enquiring as to the occurrence or absence of such, in light of subsequent changes to its systems, networks and assets after the date of use of the Platform.

12. **Limitations on Liability**

in no event shall Scytale or anyone on its behalf be liable for any indirect, consequential, incidental, special or punitive damages of any kind, including without limitation damages for loss of business or profits, business interruption, loss of business information, loss or damages or loss or damages to goodwill, in connection with this agreement regardless of the cause and whether arising in contract (including fundamental breach), tort (including negligence), or otherwise, even if Scytale has been advised of the possibility of such damages or loss. notwithstanding anything to the contrary herein, under no circumstances will Scytale's total and aggregate liability to customer from all causes of action of any kind, including without limitation contract, tort, negligence, strict liability, breach of warranty, or otherwise, arising out of or related to this agreement, exceed the fees actually paid by customer to Scytale hereunder in the 12 months preceding such claim.

13. **Third** **Party** **Materials**

13.1. Customer may be able to access, review, display or use third party services, resources, content, data, information, software code (including, without limitation, any suggested code) and/or links to other websites or resources (the "**Third Party Materials**") via the Platform. Customer acknowledges sole responsibility for and assumes any and all risks arising from Customer's access to, use of or reliance upon any such Third Party Materials, and Scytale disclaims any liability that you may incur arising from Customer's access to, use of or reliance upon such Third Party Materials through the Platform. Customer acknowledges and agrees that Scytale: (i) is not responsible for the availability, accuracy integrity, quality or lawfulness of such Third Party Materials or the products or services or deliverables on or available from such Third Party Materials; (ii) has no liability to you or any third party for any harm, or losses suffered as a result of your access to or use of such Third Party Materials; and

(iii) does not make any promises to remove Third Party Materials from being accessed through the Platform. Customer's ability to access or link to Third Party Materials or third party service does not imply any endorsement by Scytale of Third Party Materials or any such third party service. 13.2. These Terms do not authorize Customer to, and Customer may not use any Third Party Materials except as expressly permitted (by license or otherwise) by the owners of such Third Party Materials and such owners may have the right to seek damages against Customer for any unauthorized use of their Third Party Materials. Without derogating from any of Scytale's rights and remedies under these Terms and/or under law, Scytale will be entitled, at its sole discretion, to immediately discontinue Customer's access to the Platform or any part thereof, including the termination of the Account, in the event of any alleged infringement, misappropriation or violation of any rights of any third parties in connection with the Third Party Materials. Customer may not use any Third Party Materials for which you have not obtained appropriate approval to use. Scytale cannot grant permission to use third party content.

14. **General**
    14.1. No agency, partnership, joint venture or employment relationship is or shall be created by virtue of this Agreement.
    14.2. Scytale may assign this Agreement without notice to Customer. Customer shall not assign this Agreement or its rights hereunder without the prior written consent of Scytale (such consent may be withheld or conditioned at Scytale's sole discretion) and any assignment without Scytale's prior written consent shall be null and void and of no effect. Scytale may perform all obligations to be performed under this Agreement directly or may have some or all obligations performed by its affiliates, contractors or subcontractors.
    14.3. Customer hereby agrees that Scytale may identify Customer on Scytale's website(s) and other marketing materials as a user of the Platform.
    14.4. This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of Israel, without regard to its conflict of law principles. All actions, suits or proceedings under or related to this Agreement shall be adjudicated in the courts of Tel-Aviv, Israel, and the Parties hereby irrevocably consent to the exclusive jurisdiction and venue of such courts.
    14.5. All notices permitted or required hereunder shall be in writing and shall be sent by registered mail, or e-mail with notice of receipt requested, or by hand delivery to the addresses of the parties as specified herein. Notices sent to Scytale shall be addressed to info@scytale.ai and to Customer's address as provided by it, or to the address otherwise designated from time to time in writing by the Parties. Any notices provided will be deemed as being received on the date of transmission of facsimile, e-mail, or personal delivery unless given outside normal business hours in which case such notice shall be deemed as being given on the next business day, provided that if any such notice fails to reach Customer because the information provided by it or on its behalf to Scytale is not accurate or up to date, notice shall be deemed sufficiently delivered on the date it was sent.

    Should Customer have any questions concerning this Agreement, or if Customer desires to contact Scytale for any reason, please direct all correspondence info@scytale.ai

    Last updated: January 2022.