LayerX Security Ltd. - Terms and Conditions of Use of Software

1. **Acceptance of Terms**
   1.1. These Terms of and Conditions of Use of Software (these "**Terms**") you are reading are a legally binding agreement between - LayerX Security Ltd. ("**LayerX**") and user of the Software (as defined below) (the "**User**" or "**you**"). LayerX and User may be referred to collectively as the "**Parties**" or individually as the "**Party**".
   1.2. By signing the purchase order with Layer'x (the "**Purchase Order**" or "**PO**"), User agrees that it has read, understood, accepted and agreed to be bound by these Terms. User further confirms that it has the legal power and authority to enter into and perform its obligations under these Terms and that all information provided by User to LayerX is truthful, accurate and complete, and User will notify LayerX promptly of any changes in such information.
   1.3. User may not use the Software and may not accept these Terms if User is barred from using the Software under the laws of the country in which User is resident/registered/uses the Software or otherwise conducting its business

2. **Description of Software**
   2.1. The Software is a digital cloud-based browser security platform, designed to turn any browser into protected & manageable workspace, including any patches, bug fixes, corrections, remediation of security vulnerabilities, updates, upgrades, modifications, enhancements, derivative works, new releases and new versions of the Software that LayerX provides, or is obligated to provide, under the PO or these Terms, as applicable (the "**Software**").
   2.2. LayerX will provide User all license keys, access credentials and passwords necessary for access and use of the Software.
   2.3. Support. LayerX will provide sufficient documentation to allow a reasonably competent user to access and use the Software, and support to User in accordance with the support plan set forth or incorporated in the Purchase Order.

3. **License**
   3.1. LayerX hereby grants to User, subject to Section 4.2 below and the timely payment of any fees as detailed in the PO, a limited, non-exclusive, worldwide (subject to Section 12), non-transferable/assignable, non-pledgeable and non-sub-licensable license to access, receive and use the Software during the Term (as defined in the PO and subject to early termination provisions and renewal, all as such are stated therein), in accordance with these Terms and the PO (the **"Licensed Materials"**).
   3.2. Restrictions. Except as specifically provided in these Terms, User, in whole or in part, may not nor shall User cause or assist any other party to: (a) copy the Licensed Materials, in whole or in part; (b) distribute copies of Licensed Materials, in whole or in part, to any third party; (c) modify, adapt, translate, make alterations to or make derivative works based on Licensed Materials or any part thereof; (d) decompile, reverse engineer, otherwise attempt to reconstruct or discover any underlying ideas or any portion of thereof by any means whatsoever, disassemble or otherwise attempt to derive source code from the Software; (e) use, rent, loan, sub-license, lease, reproduce framed, republish, scrape, download, display, transmit, post, distribute, sell in any form or by any means, in whole or in part or attempt to grant other rights to any part of the Licensed Materials to third parties; (f) use the Licensed Materials to act as a consultant, service bureau or application service provider; or (g) permit access of any kind to the Licensed Materials to any third party. Notwithstanding, it is hereby clarified that the Software are provided to User only as an end user. User is prohibited from reselling, distributing, or

providing the Software, or access to any portion thereof, to any third party, unless specifically permitted by LayerX under the PO.

3.3. Open-Source Software. Software may contain or be provided with components that are subject to the terms and conditions of "open source" software licenses ("**Open-Source Software**"). If User's use of the Software subjects User to the terms of any license governing the use of Open-Source Software, then information concerning such Open-Source Software and the applicable license must be incorporated or referenced in this agreement or any annex thereto. To the extent required by the license to which the Open-Source Software is subject, the terms of such license will apply in lieu of the terms of this agreement with respect to such Open-Source Software, including without limitation, any provisions governing attribution, access to source code, modification and reverse-engineering.

3.4. High-Risk Activities. The Software is not designed or developed for use in high-risk, hazardous environments requiring fail-safe performance, including without limitation in the operation of nuclear facilities, aircraft navigation or control systems, air traffic control, or weapons systems, or any other application in which the failure of the Software could lead to severe physical or environmental damages ("High-Risk Activities"). User will not use the Software for High-Risk Activities.

4. Intellectual Property Ownership
User acknowledges and agrees that:

4.1. LayerX retains all rights in the Software and materials related thereto (including, but not limited to, software, designs, graphics, texts, information, pictures, video, sound, music, and other files, their selection and arrangement, trademarks, tradenames, service marks, branding features, business names, logos, slogans) (collectively the, "**Software Materials**").

4.2. LayerX and/or its licensors and affiliates own all right, title, and interest, including copyright and other intellectual property rights, in and to all the Service Materials. User hereby acknowledges that it does not acquire any ownership rights by using the Software or by accessing any of the Service Materials, or rights to any derivative works thereof.

4.3. User is not required to provide LayerX with any feedback or suggestions regarding the Software or any Service Materials. However, should User provide LayerX with comments or suggestions for the modification, correction, improvement or enhancement of the Software and/or any Service Materials, then, subject to the terms and conditions of these Terms, User hereby grants LayerX a non-exclusive, irrevocable, worldwide, royalty-free license, including the right to sublicense, to use and disclose such comments and suggestions in any manner LayerX chooses and to display, perform, copy, have copied, make, have made, use, sell, offer to sell, and otherwise dispose of the Software and any other LayerX's products or services (as such may be form time to time) and content embodying such comments or suggestions in any manner and via any media LayerX chooses, but without reference to the source of such comments or suggestions.

5. Confidentiality
Unless replaced by a separate NDA between the Parties applying on subject matter of these Terms and which NDA explicitly states that it replaces the confidentiality provisions of the Terms, the following provisions of Section 5 apply:

5.1. "**Confidential Information**" means any nonpublic information directly or indirectly disclosed by either Party (the "**Disclosing Party")** to the other Party (the "**Receiving Party**") or accessible to the Receiving Party pursuant to the PO and these Terms that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential, including without limitation technical data, trade secrets, know-how,

research, inventions, processes, designs, drawings, strategic roadmaps, product plans, product designs and architecture, security information, marketing plans, pricing and cost information, marketing and promotional activities, business plans, customer and supplier information, employee and User information, business and marketing plans, and business processes, and other technical, financial or business information, and any third party information that the Disclosing Party is required to maintain as confidential. Confidential Information will not, however, include any information which: (a) was publicly known or made generally available to the public prior to the time of disclosure; (b) becomes publicly known or made generally available after disclosure through no fault of the Receiving Party; or (c) is in the possession of the Receiving Party, without restriction as to use or disclosure, at the time of disclosure by the Disclosing Party. Except for rights expressly granted in these Terms, each Party reserves all rights in and to its Confidential Information. The Parties agree that the Licensed Materials are Confidential Information of LayerX.

5.2. The Parties will maintain as confidential and will avoid disclosure and unauthorized use of Confidential Information of the other Party using reasonable precautions. Each Party will protect such Confidential Information with the same degree of care that a prudent person would exercise to protect its own confidential information of a like nature, and to prevent the unauthorized, negligent, or inadvertent use, disclosure, or publication thereof or access thereto. Each Party will restrict Confidential Information to individuals who need to know such Confidential Information and who are bound to confidentiality obligations at least as protective as the restrictions described in this Section 5. Except as necessary for the proper use of the Software, the exercise of a Party's rights under these Terms, performance of a Party's obligations under these Terms or as otherwise explicitly permitted under these Terms, neither Party will use Confidential Information of the other Party for any other purpose. Each Party will promptly notify the other Party if it becomes aware of any unauthorized use or disclosure of the other Party's Confidential Information, and reasonably cooperate with the other Party in attempts to limit disclosure.

5.3. If and to the extent required by law, including regulatory requirements, discovery request, subpoena, court order or governmental action, the Receiving Party may disclose or produce Confidential Information but will give reasonable prior notice (and where prior notice is not permitted by applicable law, notice will be given as soon as the Receiving Party is legally permitted) to the Disclosing Party to permit the Disclosing Party to intervene and to request protective orders or confidential treatment therefor or other appropriate remedy regarding such disclosure. Disclosure of any Confidential Information pursuant to any legal requirement will not be deemed to render it non-confidential, and the Receiving Party's obligations with respect to Confidential Information of the Disclosing Party will not be changed or lessened by virtue of any such disclosure.

6. Account Information
   6.1. User should maintain in strict confidentiality of its respective login information (including usernames and passwords).
   6.2. User should not share user/enterprise account or login information, nor let anyone else access it or do anything else that might jeopardize the security of User's account.
   6.3. In the event User becomes aware of, or reasonably suspect any breach of security, including, without limitation any loss, theft, or unauthorized disclosure of User's login information or unauthorized access to its account or the workstations, as applicable, User must immediately notify LayerX and modify its login information.
   6.4. User is responsible for all uses of its account, as well as actions taken through it.

7. Data Protection and Privacy

7.1. User acknowledges that in the course of the provision of the Software, LayerX may be granted access to data that may identify a natural person or may make a natural person identifiable ("**Personal Data**"). User warrants that it has all the necessary rights to enable access or provide the Personal Data to LayerX for the processing to be performed in relation to the Software, and to the extent required by the applicable data protection and privacy laws, that one or more lawful bases support the lawfulness of the processing and all necessary privacy notices are provided to individuals.

7.2. LayerX hereby declares and undertakes that it shall not use the Personal Data provided to it and/or to anyone on its behalf, other than for the provision of the Software. LayerX further undertakes that its employees shall have authorization to access the Personal Data solely for the purpose of the provision of the Software, pursuant to their defined roles, and on a "need to know basis", and that all of LayerX's employees have signed confidentiality agreements whereby ensuring the confidentiality of the Personal Data they may be exposed to.

7.3. LayerX shall assure that in case it will be required to use service providers whose services will require access to User Personal Data, such will be subject to the same obligations as set forth in this Section and any breach of the provisions of this Section shall be considered a breach by LayerX, with all that is entailed.

7.4. Taken into account the state of the art, the costs of implementation and nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of individuals, LayerX shall implement commercially reasonable technical and organizational measures to ensure a level of security of the processing of Personal Data appropriate to the risk. Such measures may be updated by LayerX from time to time, provided that such updates shall not materially decrease the protection of Personal Data for individuals.

7.5. LayerX shall report to User, without undue delay from the moment of discovering an incident raising a concern for the impairment of the integrity, or an unauthorized use, or a deviation from a provided authorization with respect to User's Personal Data ("**Data Security Event**"). The report shall include and detail information regarding the time of the report, the circumstances of the occurrence of the Data Security Event and the actions which have been taken by LayerX for the purpose of handling the Data Security Event. LayerX shall reasonably assist User in investigating the Data Security Event in case such relate to LayerX's processing of Personal Data on behalf of User.

7.6. To the extent relevant to LayerX's processing of Personal Data on behalf of User, LayerX shall cooperate with User when User is required to comply with individuals' requests to exercise their rights under the applicable data protection and privacy laws, and shall not reply to such request unless relevant to LayerX and User specifically authorizes layerX to do so.

8. Payments

8.1. User's access and use of the Software is subject to the timely payment of all fees as set forth in the PO (the "**Payment-Terms**").

8.2. If a credit card is provided for payment, User authorizes LayerX to charge such credit card in accordance with these Terms and the Payment Terms.

8.3. LayerX will use the payment details provided for purposes of which they were supplied only. LayerX shall take all reasonable steps to ensure that the details of the payment are kept safely, though will not bear any liability for damage or loss caused to the User due to unauthorized access to the payment details provided by the User.

8.4. Payment is safely processed through a third-party payment processor (a "**Payment Processor**"). In the event of credit card fraud or unauthorized use of User's account(s) by third parties, most banks and credit card companies bear the risk and cover all the charges resulting from such fraud or misuse, which may sometimes be

subject to a deductible, but we cannot assure that. In addition, User agrees: (i) that the Software of Payment Processors may be used to process transactions; (ii) to review and be bound by the Payment Processor's terms of use and privacy policy; (iii) to only provide valid and current information for User; and (iv) that all payments made are final and non-refundable. User acknowledges that it may need to hold, or register, an active account with the Payment Processor. LayerX is not responsible or liable for any activities or conduct of a Payment Processor, and User agrees that it shall have no claim, suit or demand of any kind, and by agreeing to these Terms, hereby irrevocably and completely waives any such claim, suit or demand of any kind, to the extent such may exist or hereafter arise, towards LayerX and any of its managers, directors, officers, shareholders, partners, affiliates, employees, consultants, service providers and/or any other person or entity acting on LayerX's behalf, in connection with or related to the conduct or any act or omission of a Payment Processor.

9. Taxes

Each Party will be responsible, as required under applicable law (including without limitation and rule or regulation), for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest and other additions thereto) that are imposed on that Party upon or with respect to the transactions and payments under this Agreement. Applicable taxes and duties may be due in addition to the fees or rates payable by User under the PO. Layer'x may charge and User will pay, where applicable, national, state or local sales or use taxes, or value added or goods and services tax, or withholding or other taxes ("**Taxes**"). Upon request, User will provide such information to Layer'x as reasonably required to determine whether Layer'x is obligated to collect Taxes from User. Layer'x will not collect (or will refund to User), and User will not be obligated to pay (or will be entitled to a refund from Layer'x), any such Tax or duty for which User furnishes Layer'x a properly completed exemption certificate or a direct payment permit certificate or for which Layer'x claims an available exemption from Tax.

10. Acceptable Use
    10.1.   User shall use the Software lawfully, for only legal purposes, in compliance with all applicable laws and regulations (including export laws, if applicable).
    10.2.   User will comply with all applicable customs sanction, embargo and export control laws, regulations and policies.
    10.3.   User will not intentionally use the Software to: (a) store, download or transmit infringing or illegal content, or any viruses, "Trojan horses" or other harmful code; (b) engage in phishing, spamming, denial-of-service attacks or fraudulent or criminal activity; (c) interfere with or disrupt the integrity or performance of the Software or data contained therein or on LayerX's system or network; or (d) perform penetration testing, vulnerability testing or other security testing on the Software or LayerX's systems or networks or otherwise attempt to gain unauthorized access to the Software or LayerX's systems or networks.

11. Third Party Content

User's correspondence, dealings, or engagement with any third-party content that may be found on or through the Software, if any, including payment and delivery of related goods or Software, any engagement arising as a result of the use of the Software, and any other terms, conditions, warranties or representations associated with such dealings, are solely between User and such third party. User agrees that LayerX will not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or engagement with third-party content or as the result of the presence of such third-party content on the Software.

12. Disclaimer of Warranty; Limitation of Liability

12.1. LayerX makes significant efforts to ensure maximum availability of the Software. Nevertheless, LayerX cannot assure that the Software will be undisrupted, error-free or available at all times. User agrees that from time to time the Software or any features or services provided by it may be temporarily inaccessible or inoperable or operate improperly for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance and upgrade procedures; (iii) repairs which LayerX and/or its service providers, may undertake; or (iv) any cause beyond the control of LayerX, which shall include, but are not limited to, failure of telecommunications or systems, electrical power failures or fluctuations.

12.2. Accordingly, the Software are provided on an "AS IS" and "AS AVAILABLE" basis. LayerX shall not be responsible for reliance by User on the Software, such that to the fullest extent permitted by law, LayerX, its affiliates, their officers, directors, employees, Layer'xs and agents disclaim all warranties, explicit or implied, in connection with the Software and User's use thereof, including without limitation, implied warranties of merchantability, title, fitness for a particular purpose, non-infringement, usefulness, authority, accuracy, completeness, and availability.

12.3. THOUGH LAYERX WILL MAINTAIN OPERATIONAL AND TECHNOLOGICAL MEASURES AND PROCEDURES TO SAFEGUARD AGAINST UNAUTHORIZED ACCESS, LOSS, DESTRUCTION, THEFT, USE OR DISCLOSURE OF THE DATA TRANSMITTED THROUGH THE SOFTWARE, IT IS CLARIFIED THAT NO ASSURANCE AGAINST CYBER-ATTACKS AND VULNERABILITIES IS PROVIDED.

12.4. User utilizes the Software at its sole and exclusive risk. Damages incurred by User as a direct or indirect consequence of the use of the software are User's exclusive responsibility. UNDER NO CIRCUMSTANCES SHALL LAYERX OR ANY OF THE ABOVE DISCLAIMING PARTIES BE LIABLE TO USER OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, COST OF REPLACEMENT GOODS, LOSS OF TECHNOLOGY, RIGHTS OR SOFTWARE, LOSS OF INFORMATION, OR INTERRUPTION OR LOSS OF USE OF SERVICE OR EQUIPMENT) FOR ANY MATTER ARISING FROM OR RELATING TO THESE TERMS, THE PO OR THE SOFTWARE, including, without limitation to, use or inability or access to use the Software, or delay or failure of, or unauthorized access to, the Software; all whether such liability is asserted on the basis of contract, tort or otherwise, and even if LayerX is advised of the possibility of such damages. In no event shall the liability of LayerX and its disclaiming parties for direct damages, should User's sole and exclusive remedy below be held invalid or void by court of competent jurisdiction, exceed the total fees actually paid by User to LayerX hereunder during the twelve (12) month period preceding the relevant alleged occurrence.

12.5. User's sole and exclusive remedy in the event of any material breach of these Terms by LayerX, or for any other matter arising from or relating to these Terms, the PO or the Software, shall be to discontinue use of the Software.

12.6. The limitations in this Section 12shall apply to all claims, damages, losses, costs and expenses howsoever caused and whether for breach of contract, in tort, by way of negligence, strict liability, or otherwise.

13. Reporting Violations

If User comes across any content that may violate these Terms, User should report it to LayerX through the appropriate channels created to handle those issues as outlined in these Terms. All cases are reviewed by the LayerX team. To protect individual privacy, the results of the investigation are not shared.

14. Notices

Notices to User may be made via the Software and/or email. LayerX may also provide notices of changes to these Terms or other matters by displaying notices or links to notices to User generally through the Software. User agrees that all agreements, notices, disclosures and any other communications that LayerX provide as aforementioned satisfy any legal requirement that such communications be in writing. If email notice is provided, not receiving notice due to an invalid e-mail address will neither release User of its obligations under these Terms, nor be deemed a valid excuse or any reason.

15. Account Suspension/Termination

User acknowledges that LayerX may refuse/suspend/block/disable access to the Software or may terminate its account with or without notice for any reason, including, but not limited to, a suspected violation of these Terms or the PO, at its sole discretion. As a result of the account suspension/termination User may lose contents available through the Software, and LayerX shall have no responsibility for any consequence of the foregoing. If User has more than one account, LayerX may terminate all User's accounts. If User believes that any such action has been taken against User's account in error, please contact us at: support@layerxsecurity.com or via the contact form in the website. User further agrees that LayerX may take further actions as to ensure User compliance with these Terms, including, but not limited to, geo-blocking and/or IP address blocking

16. General

16.1. Applicable Law. These Terms will be governed and interpreted under the laws of the State of Israel, excluding its principles of conflict of laws. The Parties agree that the exclusive forum for any action or proceeding will be in Tel Aviv, Israel. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

16.2. Force Majeure. LayerX shall not be liable for any failure due to causes beyond its reasonable control including, but not limited to, natural or artificial disaster, riot, war, strike, acts or omissions of other parties, acts or omissions of civil or military authority, government priorities, changes in law, material shortages, fire, strikes, floods, epidemics, quarantine restrictions and lockdowns, acts of terrorism, delays in transportation or inability to obtain labor, materials or products through its regular sources, which shall be considered as an event of force majeure excusing LayerX from performance and barring remedies for non-performance. In an event of force majeure condition, LayerX's time for performance shall be extended for a period equal to the time lost as a consequence of the force majeure condition without subjecting LayerX to any liability or penalty. LayerX may, at its option, cancel the remaining performance, without any liability or penalty, by giving notice of such cancellation to User.

16.3. Assignment. User may not assign or transfer these Terms or the PO or any rights or delegate any duties herein and therein without the prior written consent of LayerX. Any attempted assignment, transfer or delegation in contravention of this Section by User will be null and void. These Terms will inure to the benefit of the Parties hereto and their permitted successors and assigns. Layer'x may assign these terms or the PO in connection with a merger, acquisition, sale of all or substantially all of the LayerX's shares or any LayerX's assets, or other such corporate reorganization.

16.4. Survival. Sections 4 (Proprietary Rights), 5 (Confidentiality), 11 (Third Party Content), 12 (Limitations of Liability) and 12(General), together with all other provisions of these Terms that may reasonably be interpreted or construed as surviving expiration or termination, will survive the end of or otherwise termination of the Term for any reason;

but the nonuse and nondisclosure obligations of Section 5 will expire 5 years following the end of or otherwise termination of the Term, except with respect to, and for as long as, any Confidential Information constitutes a trade secret.

16.5. <u>Nonwaiver.</u> Any failure or delay by LayerX to exercise or partially exercise any right, power or privilege under these Terms will not be deemed a waiver of any such right, power or privilege under these Terms. No waiver by LayerX of a breach of any term, provision or condition of these Terms by the User will constitute a waiver of any succeeding breach of the same or any other provision hereof. No such waiver will be valid unless executed in writing by LayerX.

16.6. <u>Severability.</u> If any term or condition of these Terms is to any extent held invalid or unenforceable by a court of competent jurisdiction, the remainder of these Terms will not be affected thereby, and each term and condition will be valid and enforceable to the fullest extent permitted by law.

16.7. <u>Entire Agreement.</u> These Terms and the PO constitute the entire agreement between the Parties relating to the subject matter hereof, and there are no other representations, understandings or agreements between the Parties relating to the subject matter hereof. In case of any contradiction between these Terms and the PO these Terms will prevail.