

END USER LICENSE AGREEMENT

Intezer Protect™, Intezer's proprietary cloud-based software-as-a-service (SaaS) cyber threat analysis platform (the "**Cloud Service**") provides complete and continuous monitoring of the code running in your cloud infrastructure, protecting your workloads from any unauthorized or malicious activity in real-time through the use of Intezer's Genetic Malware Analysis technology (the Cloud Service and any associated services collectively, the "**Services**"), all in accordance with the terms hereunder and as set forth in an applicable Quote.

This End User License Agreement (this "**Agreement**") constitutes a legal agreement between you (either an individual or a legal entity that will use the product and that you represent as an employee or authorized agent) ("**Customer**") and Intezer Labs, Inc., a Delaware corporation and its Affiliates ("**Intezer**"), with respect to Customer's use of the Cloud Service as identified on a relevant Quote provided to Customer by Intezer or one of its authorized resellers, as of the effective date stated therein (the "**Effective Date**"). Each of Intezer and Customer may be referred to herein individually as a "**Party**" or collectively as the "**Parties**."

By installing, having installed, downloading or otherwise accessing the Cloud Service, Customer agrees to be bound by the terms of this Agreement. If Customer does not agree to the terms of this Agreement, Intezer is unwilling to grant Customer any rights to use the Cloud Service. In such event, Customer may not use the Cloud Service and Customer should, as applicable, promptly cease use of the Cloud Service and any accompanying Documentation. Customer hereby waives any rights or requirements under any laws or regulations in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable law.

Customer warrants that it has adequately evaluated the Services and determined that such Services fit Customer's needs. Customer assumes all responsibility for the selection of the Cloud Service for Customer's reliance on the results of use of the Cloud Service (including the Output, as defined below) and for any use made by Customer or anyone on Customer's behalf of the Cloud Service not in accordance with the terms here of or as contemplated hereunder.

1. DEFINITIONS

1.1. "**Affiliate**" means, with respect to Intezer, any person or entity which directly or indirectly controls, is controlled by, or is under common control with Intezer.

1.2. "**Authorized User**" means Customer and its employees, agents, contractors, consultants, suppliers or other individuals who are authorized by Customer to access and use the Cloud Service, on its behalf, according to the terms and conditions of this Agreement.

1.3. "**Confidential Information**" means any and all information disclosed, provided or made accessible by, or on behalf of, one Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), whether in writing, orally or in any other form, including information which, given the nature of the information or material, or the circumstances surrounding the disclosure or provision, reasonably should be understood to be confidential or proprietary. Confidential Information does not include information that: (i) is already or becomes generally known or available to the general public through no breach of this Agreement; (ii) is already known to the Receiving Party at the time of disclosure without breach of confidentiality, as evidenced by Receiving Party's written records; (iii) is rightfully disclosed to the Receiving Party by a third-party, who is not in breach of an obligation of confidentiality; (iv) is independently developed by the Receiving Party without use of any of the Confidential Information of the Disclosing Party, as evidenced by Receiving Party's written records; (v) is disclosed pursuant to an order of a government agency or a court, provided that the Receiving Party, (a) notifies the Disclosing Party of such disclosure order so that the other Party may seek appropriate remedy; and (b) uses reasonable efforts to limit the scope of such disclosure.

1.4. "**Delivery Date**" means the date on which the license keys or notification of the start of the Cloud Service ordered under a Quote is electronically sent by Intezer to the Customer.

1.5. "**Documentation**" means Intezer's end user documentation, including without limitation, written user guides, manuals, service level agreements, and specifications made generally available by Intezer for use with the Cloud Service, whether published on-line or provided in hard copy. Documentation shall include any updated Documentation that Intezer provides with an Update.

1.6. "**Intellectual Property Rights**" means all intellectual property rights wherever in the world, whether registrable or non-registrable, registered or unregistered, including but not limited to copyright and related rights, database rights, software, all code (including source code), Confidential Information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, utility models, UI, UX and rights in designs.

1.7. **“Login Credentials”** means an account (including credentials such as username and password) supplied by Intezer to Customer enabling Authorized User(s) to access and use the Cloud Service during the Subscription Term (as defined below).

1.8. **“Malware”** means any malicious software of any kind including, without limitation, computer viruses, worms, trojan horses, ransomware, spyware, adware, scareware and other malicious programs.

1.9. **“Personal Information”** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person and/or to any other information which may be deemed personal information under any applicable law.

1.10. **“Quote”** means a price quote issued by Intezer, or one of its authorized resellers, and accepted by Customer via Customer’s purchase order or other ordering document, which references the Services, pricing and payment terms, applicable Subscription Term and any other applicable terms and which is executed by the Parties from time to time. Each Quote is hereby incorporated by reference into this Agreement. If there are any inconsistencies or conflicts between this Agreement and a Quote, the express inconsistent or conflicting terms of the Quote shall govern.

1.11. **“Subscription Fee”** means the fee charged to Customer by Intezer for the Cloud Service during the Subscription Term.

1.12. **“Subscription Term”** means the period of time during which Customer is subscribed to the Cloud Service, as set forth on an applicable Quote and which begins on the Delivery Date.

1.13. **“Update”** means any revision, adaptation, enhancement or new version of the Cloud Service.

2. SUBSCRIPTION & LICENSES; RESTRICTIONS

2.1. **Cloud Service.** Subject to the terms and conditions of this Agreement Customer’s payment of the applicable Subscription Fee, Intezer grants Customer a worldwide, non-exclusive, non-transferable right, without the right to sublicense and (except as otherwise provided on an Quote) solely for its own internal business operations (and not for any further commercialization) to access and use the Cloud Service to manage the number of systems for which Customer has subscribed, and have the number of Authorized Users for which the Customer has subscribed use the Cloud Service in accordance with the terms of the Documentation and this Agreement. Customer and its Authorized User(s) may only access and use the Cloud Service through the Login Credentials issued to them by Intezer. Customer is solely responsible for maintaining the confidentiality of the Login Credentials. Any instruction, action or activity occurring through any such Login Credentials shall be deemed to be provided and/or taken by Customer, and Customer shall be solely responsible for all activities that occur under such Login Credentials, including for any unauthorized use of such Login Credentials or any other breach of security, or any related damage or loss. The term of the license granted hereunder shall be the Subscription Term purchased by Customer.

2.2. **Service Level.** During the Subscription Term and subject to Customer’s payment of all applicable fees, Intezer shall use commercially reasonable efforts to (i) ensure the proper functionality of the Cloud Service and the availability of the Services as reasonably customary in the industry; (ii) provide Customer with its standard support services in accordance with Intezer’s service level agreement, or as shall be separately agreed by the Parties.

2.3. **Documentation.** Intezer may make available Documentation to Customer solely in connection with the use of the Cloud Service. Customer may print or copy the Documentation as needed for its own internal business purposes provided that all copyright notices are included therein. The Documentation shall be considered as Intezer’s Confidential Information. Unless the Documentation is separately referred to herein, all references in this Agreement to the Cloud Service shall include the Documentation.

2.4. **Output.** All licenses and rights granted hereunder by Intezer to Customer in the Cloud Service are granted in order to allow Customer to access and use the Cloud Service for the purpose of rapid cyber threat analysis of the code running on Customer’s cloud infrastructure and receipt of prioritized real-time alerts, Malware analysis reports and automatic response and threat termination protocols (the **“Output”**). Intezer hereby grants Customer a perpetual non-exclusive, non-transferable, royalty-free license to use the Output generated via the use of the Cloud Service, solely for the benefit of Customer in the scope of its internal business and cyber security purposes and not for any further commercialization, provided however, that such license excludes any use of the above in breach of the use restrictions set forth in Section 2.5 below. Intezer undertakes to refrain from use of the Output for any purpose other than (i) to provide the Services and to allow Intezer to perform its obligations to Customer; (ii) for the purposes of researching, developing, enhancing and improving any of Intezer’s current and future products and services, such as Malware databases; and (iii) to comply with any applicable law or regulation.

2.5. **Use Restrictions.** Except as expressly permitted hereunder, the rights granted in this Section 2 are subject to the following restrictions and Customer may not, nor shall it authorize or assist any Authorized Users or third parties to: (i) use the Cloud Service for any purpose other than as intended or in any way not explicitly permitted under this Agreement, including without limitation, to use any part of the Services,

including any data sets, to train machine-learning models or for any other machine learning or other similar activities; (ii) use the Cloud Service in any location, system, facility or network other than Customer's facilities, system or network that is owned, secured and overseen by Customer; (iii) transfer, distribute, reproduce, download, publish, disclose, disseminate, copy, emulate, assign, sublicense, sell, pledge, rent, lease, outsource, create a service bureau, share or permit any third party (other than its Authorized Users) to access the Cloud Service; (iv) reverse-engineer, decompile, disassemble, alter, enhance, improve, add to, delete from, make derivatives of, separate into component parts, or otherwise modify, or derive (or attempt to derive) the technology or source code underlying, the Cloud Service nor may Customer conduct any static/dynamic analysis thereof, or otherwise attempt to discover or recreate the source code of the Cloud Service or any part or component thereof, provided in object code or source code format; (v) remove, alter, or obscure any patent, trademark, copyright, trade secret or other proprietary notices or labels on the Cloud Service or Documentation; (vi) disclose the results of any performance, functional or other evaluation, benchmarking or testing of the Cloud Service; (vii) use the Cloud Service for its own competing development activities; (viii) modify or create any derivative works of the Cloud Service or Documentation; (ix) transmit or otherwise make available in connection with the use of the Cloud Service or distribute and/or otherwise transmit any Malware or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component; and (x) attempt to gain unauthorized access to, or disrupt the integrity or performance of, the Cloud Service or any data contained therein. Without derogating from the foregoing, Customer shall take commercially reasonable precautions to prevent any unauthorized access and/or unauthorized usage of the Cloud Service including by any Authorized User. Customer shall be responsible and liable to Intezer for any act or omission by any of its Authorized Users.

2.6. Third Party Components. In accepting this Agreement, Customer confirms and acknowledges the Cloud Service may be linked to and/or through certain third-party websites and other third-party services, software and/or components, including without limitation components licensed under free or open-source licenses ("**3rd Party Components**"). Customer acknowledges that such 3rd Party Components are being installed with Customer's consent. Such 3rd Party Components are utilized on an "AS IS" basis without any warranty whatsoever and Intezer hereby expressly disclaims all liability and all warranties of any kind with respect to any such 3rd Party Components, to the maximum extent permitted by applicable law.

3. SUBSCRIPTION FEES; PAYMENT TERMS; TAXES. In consideration for the grant of the licenses and rights granted in the Cloud Service and the provision of the Services during the applicable Subscription Term, as set forth hereunder, Customer shall pay Intezer the Subscription Fee, as set forth in the applicable Quote. Unless otherwise set forth in a Quote, all payments of any Subscription Fees under this Agreement shall be payable without any deduction or set-off within thirty (30) days of Intezer's invoice date. Any Subscription Fees not paid when due will be subject to a late charge of one and one-half percent (1 1/2 %) per month on the unpaid balance or the maximum rate allowed by law, whichever is less. Unless otherwise provided, all Subscription Fees are non-refundable and payable in advance, exclusive of any excise, sales, use, gross-turnover, value added, goods and services tax or other similar types of indirect taxes, duties or tariffs (however designated, levied or based and whether foreign or domestic) ("**Indirect Taxes**") imposed or levied, currently or in the future based on applicable law, on the Cloud Service provided under this Agreement. Unless otherwise agreed between the Parties, Customer will be responsible for payment of such Indirect Taxes. Intezer shall include the Indirect Taxes on its invoice to Customer and remit such Indirect Taxes to the relevant authority if required by applicable law. For the avoidance of doubt, Intezer will be responsible for payment of direct taxes imposed on its net income or gross receipts.

4. INTELLECTUAL PROPERTY. Intezer reserves all rights in the Cloud Service, the Documentation, and the Services (including, without limitation, the Output) and any part thereof (collectively, "**Intezer IP**") and no rights, express or implied, other than those expressly set forth herein shall pass to Customer. Customer agrees and acknowledges that, as between Customer and Intezer, Intezer and/or its Affiliates are the sole and exclusive owner of all contents included on or incorporated into the Intezer IP and Intezer retains all right, title and interest in the Intezer IP, including any modifications, enhancements, improvements, emulations, updates and upgrades to, derivative works of the Intezer IP, and all Intellectual Property Rights therein or related to any of the foregoing. This Agreement does not confer to Customer any right of ownership or any other right in the Intezer IP or any part thereof, other than the license to use the same as explicitly stated above.

5. CONFIDENTIALITY. Neither Party shall disclose any Confidential Information to any third-party; provided, however, that a Party may disclose Confidential Information to its employees, agents and/or independent contractors to whom disclosure is reasonably required provided that such individuals and entities have agreed to keep such information confidential in the same or a substantially similar manner as provided hereunder. Neither Party will use any Confidential Information except as expressly permitted by, or as required to achieve the purposes of this Agreement. Each Party will take reasonable security precautions to protect and safeguard the Confidential Information against any unauthorized use, disclosure,

transfer or publication, with at least the same degree of care and precaution as it uses to protect its own Confidential Information, but in no event with less than reasonable care.

6. CUSTOMER DATA

6.1. Intezer may collect, store, transfer and use certain data and information submitted or otherwise made available by Customer to Intezer through the use of the Cloud Service including without limitation, proprietary data originating from Customer's end points and network (including its servers and computers) and any information regarding Customer's Authorized Users required for the registration process such as Customer's (including Customer's Authorized Users') personal contact information (collectively, the "**Customer Data**"). Customer shall retain ownership of all Customer Data submitted to Intezer through the use of the Cloud Service. Customer hereby grants to Intezer a non-exclusive, worldwide, royalty-free, irrevocable, perpetual, fully paid up, transferable, license to use, process, edit, host, store, reproduce and modify the Customer Data and to create derivative works therefrom, for the purpose of providing Customer with the Services, to allow Intezer to perform its obligations to Customer in accordance with this Agreement and for the purposes of researching, developing, enhancing and improving Intezer's current and future products and services, whether provided free of charge or as paid offerings, such as Malware databases, all at Intezer's sole discretion.

6.2. Data Privacy & Protection. Customer shall comply with all privacy and data protection laws, including without limitation, the European Union's General Data Protection Regulation (2016/679) ("**GDPR**"), and any other applicable laws and regulations relating to the processing of Personal Information of Customer, its Authorized Users or any third party in connection with the subject matter of this Agreement ("**Data Protection Laws**"). The Parties acknowledge that Intezer is not a "Data Controller" (as such term is defined by the GDPR) for the purposes of the delivery of the Services. Customer acknowledges and agrees that the Customer Data, uploaded or made available by Customer and analyzed by Intezer through Customer's use of the Cloud Service, may, at Customer's sole choice, consist of either executable files which are comprised only of compiled binary code or files containing information which may be deemed Personal Information by applicable Data Protection Laws. Customer hereby warrants and represents to Intezer that: (i) Customer is the sole and exclusive owner of the Customer Data, or otherwise has the full right, authority and license to use, utilize and license the Customer Data or any part thereof to Intezer; (ii) the Customer Data does not infringe upon or otherwise violate any rights, including the Intellectual Property Rights, of any third party, and Customer has not received notice of any claim or suit alleging that the Customer Data or any part thereof infringes or violates the rights of any third party; and (iii) to the extent any Customer Data uploaded or made available by Customer includes any information which may be deemed Personal Information by applicable Data Protection Laws, Customer has provided all sufficient notices and required disclosures and has obtained all necessary or advisable consents required from any third-party and otherwise has all right and authority to share the Personal Information included therein with Intezer and its Affiliates, licensors, service providers and partners, and to permit Intezer to make any and all uses as otherwise contemplated under this Agreement and in accordance with applicable laws. Customer acknowledges and agrees: (a) that Intezer shall have no responsibility for the accuracy, quality, integrity, legality, reliability, and Intellectual Property Rights or ownership to the Customer Data; (b) to remain at all times fully responsible for all activities that occur in connection with its Customer Data; (c) that the Customer Data does not contain any of its confidential or trade secret information; and (d) that, in the event that Customer provides any third-party data and information, Customer has obtained all necessary and advisable consents to do so.

6.3. Intezer shall keep the Customer Data (to the extent it becomes exposed to such information) in a secure manner and in confidence in strict accordance with any applicable Data Protection Laws governing the use, disclosure, maintenance, and handling of such information. In respect of such Customer Data and any other Personal Information supplied or made available to Intezer by Customer: (i) the Parties agree to comply with the terms of the Data Protection Agreement located at <https://www.intezer.com/dpa/> ("**DPA**") to the extent required by applicable law; (ii) Intezer shall process such data only on behalf of and in accordance with Customer's documented written instructions, this Agreement and the applicable DPA, and shall ensure that appropriate technical and organizational measures shall be taken to protect such data; and (iii) Intezer shall comply with any reasonable request made by Customer to ensure compliance with the measures contained in this Section 6.3. For purposes of this Section 6.3., Customer hereby instructs Intezer to process Customer Data for the following purposes: (a) processing as necessary to provide the Cloud Service in accordance with this Agreement and the applicable Quote and (b) processing to comply with any other documented reasonable instructions provided by Customer where such instructions are consistent with applicable law and the terms of this Agreement.

6.4. Customer hereby agrees that Intezer may retain the Customer's contact information data, required by Intezer and provided by Customer, in connection with the registration process and/or the provision of the Login Credentials process (including the Customer's and/or Customer's Authorized Users' Personal Information included therein) for as long as Customer's account is active or as otherwise needed to provide Customer with the Services contemplated hereunder. Intezer may retain such Personal Information even after Customer deactivates its account or ceases to use the Cloud Service but only as reasonably necessary

to comply with any of Intezer's legal obligations, prevent fraud and abuse, enforce Intezer's agreements and/or protect its legitimate interests.

7. FEEDBACK. In the event Customer provides Intezer any suggestions, material, ideas, comments or other feedback relating to the Cloud Service, the Services and/or the Output and any and all information generated by Intezer in connection therewith and/or in connection with its provision of the Services hereunder (collectively, "**Feedback**"), Customer agrees that Intezer shall have full right and title to such Feedback and may, in Intezer sole discretion, use any Feedback in any way, including without limitations in future modifications of the Cloud Service or Services or advertising and promotional materials relating thereto.

8. LIMITED WARRANTIES; DISCLAIMERS

8.1. Limited Warranty. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, INTEZER MAKES AND GIVES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND GUARANTEES, WHETHER ORAL OR WRITTEN, IMPLIED, EXPRESS OR STATUTORY, WITH REGARD TO THE CLOUD SERVICE, THE SERVICES, THE OUTPUT AND ANY 3RD PARTY COMPONENTS, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. INTEZER AND/OR ITS AFFILIATES EXPRESSLY DISCLAIM ANY LIABILITY FOR ANY INFORMATION, REPRESENTATIONS OR WARRANTIES MADE OR PROVIDED BY CUSTOMER TO ANY THIRD PARTY. NO LICENSOR, DEALER, DISTRIBUTOR, RESELLER, AGENT OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS, OR ADDITIONS TO THIS WARRANTY.

8.2. Exclusive Remedies. For any breach of the warranties contained in this Section 8, Customer's exclusive remedy, and Intezer's entire and sole liability, shall be, at its sole discretion, to use reasonable commercial efforts to repair the non-conformity or to replace the Cloud Service so that they operate as warranted; provided that Customer (i) has fully paid all applicable fees, (ii) is not otherwise in breach of this Agreement, and (iii) has reported in writing to Intezer the claimed failure promptly upon discovery. If Intezer is unable to repair the non-conformity and such non-conformity materially affects the functionality of the Cloud Service or if Intezer is unable to replace the Cloud Service, Customer will be entitled to terminate this Agreement. Intezer may disclaim any obligation or liability under this Section 8 if Intezer determines that the Cloud Service has been: (i) altered, modified, or serviced other than by Intezer; (ii) improperly installed or used in a manner other than as specified in the applicable Documentation (including used on or in conjunction with hardware other than the unmodified version of the hardware with which the Cloud Service was designed to be used or otherwise integrated and/or the combined with any third party product or component); (iii) if Customer has failed to implement any Updates, upgrades and new versions to the Cloud Service provided by Intezer within a commercially reasonable time period or; (iv) if Customer has violated the terms of this Agreement.

8.3. Disclaimers. Intezer does not warrant that (i) the Cloud Service will meet Customer's requirements, (ii) the Cloud Service will operate in combination with other hardware, software, systems or data not provided by Intezer (except as expressly specified in the Documentation), (iii) the operation of the Services will be uninterrupted or error-free, (iv) the operation of the Cloud Service will be secure, timely, uninterrupted or error-free, or (v) all errors in the Cloud Service will be corrected. It is hereby agreed that any Updates, upgrades and new versions to the Cloud Service shall be made by Intezer at its sole discretion. Customer hereby warrants and acknowledges that Customer's execution of this Agreement is not made contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments, made by Intezer regarding future functionality or features.

9. LIMITATION OF LIABILITY

9.1. EXCEPT FOR EITHER PARTY'S OBLIGATIONS OF CONFIDENTIALITY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL OR EQUITABLE BASIS FOR THE CLAIM, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES, SUBSIDIARIES OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF DATA OR BUSINESS INFORMATION, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION, OR DAMAGES FOR LOST PROFITS OR REVENUES, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY UNDER THIS AGREEMENT, ARISING IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE CLOUD SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. EXCEPT FOR EITHER PARTY'S OBLIGATIONS OF CONFIDENTIALITY, BREACH OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OBLIGATIONS

PURSUANT TO SECTION 10 (INDEMNIFICATION) HEREIN OR BREACH OF CUSTOMER'S PAYMENT OBLIGATIONS, EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY FOR DIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO THE CUMULATIVE FEES ACTUALLY PAID TO INTEZER FOR THE CLOUD SERVICE DURING THE 12-MONTHS PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM. IN NO EVENT WILL INTEZER OR ITS AFFILIATES BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES BY CUSTOMER. THE FOREGOING LIMITATIONS WILL NOT APPLY TO LIABILITY CAUSED BY EITHER PARTY'S FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

9.2. Subject to applicable law, Customer agrees that regardless of any statute or law to the contrary, any claim or cause of action brought by Customer or anyone at its behalf, arising out of or related to use of the Cloud Service or to this Agreement, must be filed within one (1) year after such claim or cause of action arose or be forever barred.

10. INDEMNIFICATION

10.1. **Intezer Indemnity.** Intezer shall defend, indemnify and hold harmless Customer and its officers, directors, shareholder, employees, affiliates and agents (the "**Customer Indemnitee**") from and against all costs, damages, losses and expenses (including reasonable attorneys' fees and other legal expenses) (collectively, "**Damages**") finally awarded against Customer by a court of competent jurisdiction or agreed to in a written settlement agreement signed by Intezer, arising from any third-party claims that Customer's use of the Cloud Service in accordance with this Agreement and Documentation violates any third-party Intellectual Property Rights. The above Intezer obligations to defend and indemnify will not apply in the event that a claim arises from or relates to: (a) Customer's use of the Cloud Service in violation of applicable laws ; (b) use of the Cloud Service by Customer not in accordance with the written instructions of Intezer or the terms of this Agreement and the Documentation; (c) any modification, alteration or conversion of the Cloud Service by Customer that is not created or approved in writing by Intezer; (d) any combination or use of the Cloud Service by Customer with any computer, hardware, software, data or service not required by the Documentation if the claim would not have occurred if not for such combination or use; (e) Intezer's compliance with specifications, requirements or instructions of Customer; or (f) Customer's gross negligence or willful misconduct (any such claim in clauses (b) through (e), a "**Reverse Infringement Claim**").

10.2. **Customer Indemnity.** Customer shall defend, indemnify and hold harmless Intezer and/or its Affiliates and their respective officers, directors, employees and representatives ("**Intezer Indemnitee**") from and against Damages finally awarded against Intezer by a court of competent jurisdiction, to the extent such claim arises out of any of the following: (i) a Reverse Infringement Claim; (ii) Customer's use of the Cloud Service other than as authorized under this Agreement; (iii) a claim that Customer Data or its transfer to or access by Intezer as contemplated herein violates any third-party rights, including without limitation infringement or violation of the Intellectual Property Rights or privacy rights of such third-party, including any violation of applicable Data Protection Laws; (iv) Customer's violation or alleged violation of any of its warranties and/or obligations under Sections 2.5, 5 or 6 to this Agreement.

10.3. **Procedure.** As a condition to the defense and indemnity set forth above, the Intezer Indemnitee or the Customer Indemnitee, as applicable (the "**Indemnified Party**") shall give the other Party (the "**Indemnifying Party**") prompt notice of any such claim made against it and the Indemnifying Party shall be entitled, by written notice to such Indemnified Party, to assume sole control of the defense of any such claim, suit or proceeding, including appeals, negotiations and any settlement or compromise thereof (collectively, "**Claim**"), at its own expense, provided that (a) no settlement, consent order or consent judgment which involves any placement of a financial burden or admission of any liability or wrongdoing, act or omission on the part of the Indemnified Party may be agreed to by the Indemnifying Party without the Indemnified Party's prior written consent; and (b) the Indemnifying Party shall keep the Indemnified Party informed of the status and progress of such Claim, the defense thereof and/or settlement negotiations with respect thereto. The Indemnified Party shall give the Indemnifying Party all reasonable assistance, at Indemnifying Party's cost and expense, necessary in connection with such defense. The Indemnified Party shall have the right to employ separate counsel in the defense of any such claim and participate in the defense thereof.

11. **TERM AND TERMINATION.** This Agreement shall commence as of the Delivery Date and will continue for the Subscription Term set forth in the applicable Quote, unless terminated earlier as provided herein (the "**Term**"). Intezer may terminate this Agreement or any relevant Quote, as applicable, upon the provision of thirty (30) days' written notice to the Customer. This Agreement automatically terminates if Customer breaches its terms and such breach is not cured within thirty (30) days of Intezer's written notice of breach or is not able to be cured. Upon expiration or termination of this Agreement for any reason, (i) all rights and licenses granted herein, and any Quotes executed pursuant hereof, shall terminate immediately; (ii) each Party shall promptly return to the other Party, or destroy and certify the destruction of, all Confidential Information and Documentation to the other Party; (iii) Customer shall immediately

cease to use the Cloud Service and shall certify to Intezer within thirty (30) days after termination that Customer has destroyed, or has returned to Intezer, the Documentation and all copies thereof; (iv) Customer shall remit in full all payments due to Intezer, accruing prior to the date thereof; and the Parties' rights and obligations under Sections 2, 3, 4, 5, 8.3, 9, 11 and 12, and any other provision that by its nature was intended to survive termination, shall survive termination or expiration of this Agreement.

12. MISCELLANEOUS. Nothing in this Agreement will be construed to imply a joint venture, partnership or principal-agent relationship between Intezer and Customer, and neither Party will have the right, power or authority to obligate or bind the other in any manner whatsoever. Neither Party will be liable to the other Party for any delay or failure to perform under this Agreement, other than the obligation to pay money, which is due to fire, pandemic, epidemic, terrorism, war, flood, acts of God, governmental rule or order, strikes, lockout or other labor difficulties, or other causes beyond its reasonable control. Neither Party may assign or transfer any rights or delegate any duties under this Agreement without the other Party's prior written consent, except that Intezer may without the need for consent, assign or transfer this Agreement to any Affiliate and/or in connection with a sale or transfer of all or substantially all of its assets, stock or business by sale, merger, consolidation, or similar transaction. Any purported assignment or transfer in violation of this Section 12 shall be void. Intezer, in its sole discretion, may make reasonable modifications to the terms and conditions of this Agreement to address changes or enhancements to the Services or to address changes in applicable law. The Parties further agree that Intezer may include Customer's logo on publicly displayed lists of current customers. This Agreement is made subject to the applicable export laws and regulations of the United States, Israel and any other country with jurisdiction over the Services and/or either Party. Each Party agrees that it will comply with all applicable export laws and regulations in connection with its activities under this Agreement. By using the Cloud Service and any part thereof, Customer expressly agrees that this Agreement will be governed by Israeli law without regard to its choice of law or conflicts of law principles. Customer expressly consent to the exclusive jurisdiction and venue in the courts in Tel Aviv, Israel, except that temporary relief to enjoin infringement of Intellectual Property Rights may be sought in any court. This Agreement and the applicable Quote comprise the entire agreement between Customer and Intezer and supersede all prior or contemporaneous oral or written agreements pertaining to the subject matter hereof. If any provisions of this Agreement are held to be contrary to law, then such provisions shall be construed, as nearly as possible, to reflect the original provision and the other provisions remain in full force and effect. Any failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. The headings of the sections and subsections of these this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.