

Software License Agreement

Last revised on: April 2024.

This Software License Agreement (together with any Purchase Schedules, this “**Agreement**”) is a legally binding contract made by and between Deep Instinct and the party accepting this Agreement on its behalf and its Affiliates, if applicable (“**You**” or “**Licensee**”) and governs Your access and use of the Software.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE INSTALLING OR USING THE SOFTWARE. BY PLACING AN ORDER AND PURCHASING OR OTHERWISE OBTAINING ACCESS TO THE SOFTWARE, EITHER DIRECTLY OR THROUGH DEEP INSTINCT’S AUTHORIZED PARTNERS, BY INSTALLING AND/OR USING THE SOFTWARE, AND/OR BY CLICKING THE “**I ACCEPT**” OR “**I AGREE**” BUTTON AS PART OF THE DEPLOYMENT OF THE SOFTWARE, YOU ARE REPRESENTING, WARRANTING AND EXPRESSLY AGREEING THAT YOU HAVE READ AND CAREFULLY REVIEWED THE TERMS AND CONDITIONS OF THIS AGREEMENT, UNDERSTAND THEM, AND AGREE TO BE LEGALLY BOUND BY THEM. YOU AGREE THAT YOU ARE AUTHORIZED ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY AND REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY AND ARE LAWFULLY PERMITTED TO BIND SUCH LEGAL ENTITY TO THIS AGREEMENT (AND IN SUCH EVENT, “**YOU**” AND “**LICENSEE**” AS USED HEREIN SHALL REFER TO SUCH LEGAL ENTITY). IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU HAVE NOT READ AND UNDERSTOOD AND OR SUCH LEGAL ENTITY DO NOT AGREE TO FOLLOW AND BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU SHALL NOT PLACE AN ORDER FOR, INSTALL OR USE, AND SHALL NOT BE GRANTED USE OF THE SOFTWARE.

1. DEFINITIONS

- 1.1. “**Affiliate**” means any entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with a party to this Agreement, by way of majority voting stock ownership or the ability to otherwise direct or cause the direction of the management and policies of such Party, for as long as such control exists. Licensee will have the right to purchase the software for its Affiliates provided that it’s in accordance with the terms of this Agreement.
- 1.2. “**Authorized Device**” means Licensee’s device of any kind used to access any portion of the Software pursuant to this Agreement for Licensee’s and Licensee’s Affiliates’ internal business purposes.
- 1.3. “**Authorized Partner**” means a reseller, distributor or a managed service provider authorized by Deep Instinct (or properly authorized by another Authorized Partner) to make the Software available to end users.
- 1.4. “**Deep Instinct**” means Deep Instinct Ltd., Deep Instinct (USA), Inc., Deep Instinct (UK) Limited, Deep Instinct K.K., Deep Instinct (Germany) GmbH and/or any other Deep Instinct Affiliates.
- 1.5. “**Documentation**” means the written and/or electronic manuals regarding the installation and use of the Software that are provided by Deep Instinct to Licensee together with the delivery of the Software.
- 1.6. “**Intellectual Property Rights**” means any and all now known or hereafter existing (a) rights associated with works of authorship throughout the universe, including exclusive exploitation rights, copyrights, moral rights, and mask works, (b) trade secret rights and rights in confidential and proprietary information, (c) patents, inventions, designs, and algorithms, (d) other intellectual and industrial property and proprietary rights of every kind and nature throughout the world, whether arising by operation of law, by contract or license, or otherwise, (e) trademarks, service marks, trade dress and similar rights, and (f) all registrations, applications, renewals, extensions, combinations, divisions, or reissues of any of the foregoing.
- 1.7. “**Licensee Data**” means all (a) data and information provided or transmitted by Licensee into the Software; and (b) the Licensee-specific output resulting from Licensee’s use of the Software.
- 1.8. “**Software**” means, collectively, (a) the executable code form of Deep Instinct’s software programs and applications (and each of their components) identified in a Purchase Schedule and as provided or made available to Licensee by an Authorized Partner or Deep Instinct subject to compliance with this Agreement, and (b) any software updates that Deep Instinct may provide to Licensee but only to the extent such software updates are not provided under separate license terms.

2. LICENSE

- 2.1. **Trial License.** For any Software designated by or on behalf of Deep Instinct as provided under a trial license (paid or unpaid), the following terms shall apply: subject to Licensee’s compliance with the terms and

conditions of this Agreement, Deep Instinct grants to Licensee a revocable, non-exclusive, non-transferable and non-sublicensable right, during the Trial Term to install and use the Software in executable code form on Authorized Devices owned or controlled by Licensee and in accordance with this Agreement and any other applicable Documentation for the sole purpose of Licensee's internal evaluation of the Software in order to determine whether Licensee wishes to purchase an enterprise license of the Software. The trial term shall be for a period of thirty (30) days as of receipt of the activation key or otherwise specified for a trial term as expressly agreed to in writing between Deep Instinct and the Licensee ("**Trial Term**"). Unless specified otherwise, Licensee may authorize up to 5 of its direct employees to install, access and operate the Software during the Trial Term, all in compliance with the terms of this Agreement. No third party shall have access to the Software unless Deep Instinct provides Licensee with a prior written consent of such access. If Licensee creates a written evaluation or formal results ("**Written Results**"), Licensee shall provide such Written Results to Deep Instinct as soon as they become available. Licensee shall not share the Written Results to any third party without the prior written consent of Deep Instinct. For removal of doubt the Written Results will be deemed as Confidential Information.

- 2.2. Enterprise License. Subject to the terms and conditions of this Agreement, Deep Instinct hereby grants Licensee a limited, non-exclusive, non-transferable, non-sublicensable license during the Term to (i) install and use the Software in executable code form on computers and Authorized Devices owned or controlled by Licensee solely for internal use within Licensee's ordinary business operations and in accordance with the applicable Documentation (and subject to any Authorized Device use limits set forth in the applicable Purchase Schedule); (ii) use the Software in accordance with the terms and conditions of this Agreement; or (iii) use the Software for integration and testing with Licensee's infrastructure in accordance with the terms and conditions of this Agreement. Licensee shall be solely responsible to ensure that the Software is properly used. Licensee agrees that its license of the Software is not contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by Deep Instinct with respect to future functionality or features.
- 2.3. Licensee is solely responsible for the use of the Software by any of its Affiliates and employees who uses the Software, including any actions that violate the terms and conditions of this Agreement. Any breach by any of Licensee's Affiliates and/or employees of this Agreement shall be deemed a breach by Licensee. Licensee shall use commercially reasonable efforts to prevent unauthorized access to or use of the Software and shall promptly notify Deep Instinct of any unauthorized access or use of the Software.

3. **SUPPORT AND MAINTENANCE SERVICES**

To the extent that Deep Instinct is providing Licensee with support and maintenance services, support and maintenance services shall be provided in accordance with the support and maintenance terms and conditions specified in the following link <https://www.deepinstinct.com/pdf/support-services-guide>.

4. **PROFESSIONAL SERVICES**

Licensee may order certain professional services from Deep Instinct subject to the parties' separate written agreement (e.g., Purchase Schedule or statement of work) and in accordance with the terms as shall be set out and agreed therein.

5. **PROHIBITED USES**

Other than the rights explicitly granted in this Agreement, and for the sole purpose as stated in Section 1.8 above, Licensee shall have no other rights, express or implied, in the Software. Without limiting the generality of the foregoing, Licensee agrees and undertakes not to allow any party to, directly or indirectly: (i) sell or otherwise provide the Software to any third party, who commercially produces any cybersecurity or antivirus software or solutions that compete with Deep Instinct; (ii) remove, alter, distort, cover or otherwise modify any packaging, Documentation or legal notices (including any notice of proprietary rights) appearing in or on, or that may be included with the Software, any Documentation or other content, the Documentation, or other materials furnished or otherwise made available to Licensee by Deep Instinct; (iii) copy or permit any third party to copy the Software except for downloading a purchased or trial copy of the Software; (iv) reverse engineer, decompile, disassemble, re-engineer or otherwise create or attempt to create or permit, allow, or assist others to create the source code of the Software, or their structural framework; (v) use the Software to enhance, develop, market or sell the Software,

or create any derivative works of the Software; (vi) release, publish and/or otherwise make available to any third party the results of any benchmarking, performance or functional evaluation of the Software without the prior written approval of Deep Instinct; (vii) disable or circumvent any access control or related equipment, process or procedure established with respect to the Software; (viii) sign, execute, or otherwise agree to any contract or binding agreement on behalf of Deep Instinct with any other third party; (ix) represent that it possesses any proprietary interest in the Software, or grant any security interest or lien in any of the Software or rights granted to Licensee under this Agreement; (xi) use or register any trademark or domain name using or similar to any of the Deep Instinct trademarks without Deep Instinct's prior written consent; or (xii) probe, scan or test the vulnerability of the Software, nor breach the security or authentication measures of the Software or take any action that imposes an unreasonable or disproportional large load on the infrastructure of the Software, such as a denial of service attack.

6. COMPLIANCE

Licensee shall comply, at its own expense, with all laws, policies, guidelines, regulations, ordinances, rules applicable to Licensee its business and the sale of the Products and orders of any governmental authority or regulatory body having jurisdiction over the subject matter hereof. Licensee shall comply with all the current policies, procedures and guidelines made available by Deep Instinct from time to time, including cooperation with any due diligence questionnaires or annual compliance certifications as requested by Deep Instinct.

7. TITLE AND OWNERSHIP; DATA USAGE

- 7.1. Ownership. All right, title and interest in and to the Software, Documentation, and/or all modifications, derivative works and enhancements to the forgoing, and all Intellectual Property Rights therein or related thereto, are and shall remain exclusively owned by Deep Instinct. Except for the limited license rights granted to Licensee in Section 1.8, this Agreement does not convey to Licensee any interest in or to the Software. All rights to the Software and/or Documentation not expressly granted herein are reserved by Deep Instinct. Licensee acknowledges that the Software (including its structure, organization, and source code) and Documentation are valuable trade secrets and property of Deep Instinct, or its suppliers and any disclosure or unauthorized use thereof will cause irreparable harm and loss to Deep Instinct and/or its suppliers. Nothing in this Agreement constitutes a waiver of Deep Instinct's Intellectual Property Rights under any law.
- 7.2. Licensee Data. As between Deep Instinct and Licensee, all title and Intellectual Property Rights in and to the Licensee Data is owned exclusively by Licensee. Licensee acknowledges and agrees that in connection with Deep Instinct's obligations under this Agreement, Deep Instinct may store and maintain Licensee Data for a period of time consistent with Deep Instinct's standard business processes for the Software and related services. For a period of sixty (60) days following expiration or termination of this Agreement, Licensee may request in writing from Deep Instinct an extract or copy of the Licensee Data in the format the Licensee Data is maintained by Deep Instinct. Licensee represents and warrants that it has provided all necessary notices and policies to comply with all transparency requirements (as required under applicable law) and has and shall maintain all necessary rights, legal basis and consents required under applicable law to provide Licensee Data to Deep Instinct and to allow Deep Instinct to use such Licensee Data in accordance with the terms of this Agreement.
- 7.3. Data Protection Addendum. Each party agrees to comply with the Data Protection Addendum in the following link <https://www.deepinstinct.com/data-protection-addendum/>, in connection with its collection, access, use, storage, disclosure, transfer, and processing of Personal Data (as defined in the Data Protection Addendum).
- 7.4. Use of Analyses Data. Notwithstanding anything to the contrary herein, Licensee acknowledges and agrees that Deep Instinct may collect, compile, analyze, use, and store data and information related to the performance, operation, and use of the Software (such as usage data, metrics, and metadata), and data derived therefrom, in aggregated form (collectively, "**Analyses Data**") for security and operations management, product development and improvement, support and maintenance services, research and development purposes, and to create statistical analyses and contribute to analytical models used by Deep Instinct. Deep Instinct may disclose Analyses Data, provided that such Analyses Data does not incorporate Licensee Data itself, Licensee's Confidential Information, or Personal Data in a form that could serve to identify Licensee or any individual. Deep Instinct owns and retains all Intellectual Property Rights in all Analyses Data.

8. CONFIDENTIALITY

- 8.1. The term “Confidential Information” means, except as set forth in Section 8.2: (a) as pertaining to Deep Instinct, the Software, Documentation, and Analyses Data; (b) as pertaining to Licensee, the Licensee Data; (c) as pertaining to either party, the terms of this Agreement; and (d) any other commercial, financial, marketing, business, technical or other data, security measures and procedures, know-how or other information disclosed by or on behalf of the disclosing party to the receiving party for purposes arising out of or in connection with this Agreement, that: (i) in the case of information in tangible form, is marked “confidential” or “proprietary” (ii) in the case of information disclosed orally, visually or any other intangible form, is designated confidential or proprietary at the time of disclosure, and if disclosed orally, is summarized in reasonable detail in a writing delivered to the receiving party within ten (10) days following disclosure; (iii) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary; and (iv) will include any reproduction of such information in any form or medium, or any part of such information.
- 8.2. Notwithstanding the foregoing, the following shall not be considered as Confidential Information: (a) information that was in the public domain at the time of its disclosure, or which becomes public domain property through no fault of the receiving party; (b) information that was rightfully in the receiving party’s possession without restriction prior to disclosure; (c) information that was rightfully disclosed to the receiving party by a third party without restriction; and (d) information that was independently developed by employees and/or contractors of the receiving party who did not have access to and without use of or reference to the disclosing party’s Confidential Information.
- 8.3. Each party agrees to use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (at all times exercising at least a commercially reasonable degree of care in the protection of such confidential information) not to use Confidential Information except to the extent necessary to perform its obligations or exercise its rights under this Agreement or as directed by the disclosing party in writing. Either party may disclose Confidential Information on a need-to-know basis to its Affiliates, contractors and service providers who are subject to confidentiality and non-use obligations at least as restrictive as those in this Section 8.3. Either party may disclose Confidential Information to the extent that such disclosure is required by law or order of a court or other governmental authority or regulation, provided that prior written notice of such disclosure is furnished to the disclosing party as soon as practicable in order to afford it an opportunity to seek a protective order.
- 8.4. The receiving party shall notify the disclosing party immediately upon discovery of any prohibited use or disclosure of the Confidential Information, or any breach of this Section 7.4 by the receiving party or anyone on its behalf and shall fully cooperate with the disclosing party to assist the disclosing party to prevent the further prohibited use or disclosure of the Confidential Information.

9. WARRANTIES; DISCLAIMERS

- 9.1. For a period of ninety (90) days (“Warranty Period”) following the date the Software is first made available to Licensee, Deep Instinct represents and warrants to Licensee that the Software materially conforms to the specifications specified in the relevant Documentation. Licensee's sole and exclusive remedy and the entire liability of Deep Instinct for any breach of the foregoing warranty shall be that Deep Instinct will use commercially reasonable efforts to repair, replace or re-install the non-conforming Software. The foregoing warranty is contingent upon Deep Instinct’s receipt of written notice of warranty breach from Licensee as soon as reasonably possible during the Warranty Period.
- 9.2. The warranty set forth in Section 9.1 does not apply if the applicable Software (i) has been modified, except by or at the direction of Deep Instinct, (ii) has not been installed, used, or maintained in accordance with this Agreement and the Documentation, (iii) has been subjected to abnormal physical or electrical stress, misuse, negligence or accident, or (iv) is used with equipment, products or systems not specified in the Documentation.
- 9.3. UNLESS OTHERWISE SPECIFIED IN THIS THIS AGREEMENT, DEEP INSTINCT MAKES NO WARRANTIES OR REPRESENTATIONS TO LICENSEE OR TO ANY OTHER PARTY (INCLUDING ANY AUTHORIZED PARTNER) REGARDING THE SOFTWARE. TO THE FULLEST EXTENT

PERMITTED BY APPLICABLE LAW, DEEP INSTINCT DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER EXPRESS, STATUTORY, OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. DEEP INSTINCT DOES NOT WARRANT THAT THE USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR THAT THE OPERATION OF THE SOFTWARE WILL BE ERROR-FREE. LICENSEE IS NOT AUTHORIZED TO, AND WILL NOT MAKE, ANY WARRANTIES OR REPRESENTATIONS IN DEEP INSTINCT'S NAME OR ON DEEP INSTINCT'S BEHALF.

10. TERM; TERMINATION

- 10.1. The term of this Agreement shall be in accordance with the term specified on the applicable purchase order signed between the Licensee and Deep Instinct or Deep Instinct's partner, as applicable, and, unless earlier terminated in accordance with the terms of this Agreement, will remain in effect for the license period (the "**Initial Term**"). If Licensee will purchase the Software for additional period/s, upon the expiration of the Initial Term, the term of this Agreement will automatically renew for successive periods equal to the length of the "**Renewal Term**" purchased by the Licensee (each, a "**Renewal Term**") (the Initial Term together with the Renewal Term shall be referred to as the "**Term**").
- 10.2. Deep Instinct reserves the right to suspend Licensee's access to and/or use of the Software and or support and maintenance services if any undisputed payment is due but unpaid but only after Deep Instinct has provided Licensee a delinquency notice, and at least thirty (30) days have passed since the transmission thereof. Licensee agrees that Deep Instinct shall not be liable to Licensee or any third party (including any Authorized Partner) for any suspension pursuant to this Section 11.2.
- 10.3. Upon termination of this Agreement: (i) the license granted to Licensee in this Agreement shall immediately terminate and Licensee shall cease all further use of the Software and promptly, permanently, and securely uninstall and remove all instances and copies of the Software from its systems and Authorized Devices, and confirm such removal in writing to Deep Instinct; and (ii) each party shall promptly return to the other party, or at the other party's option, promptly, permanently and securely erase and destroy, all tangible property representing the other party's Confidential Information and all copies thereof. The Software will not provide any of its intended functionality upon expiration or termination of this Agreement, and Deep Instinct shall have no responsibility or liability for Licensee's failure to abide by its obligation to cease using, and delete all instances of, the Software.
- 10.4. The following provisions of this Agreement shall survive any termination of this Agreement: Sections 1, 1.8, 7, 7.4, 9, and 10 through 15.

11. INFRINGEMENT CLAIMS

- 11.1. Deep Instinct's Obligations. Deep Instinct shall defend Licensee from and against any and all third-party claims made directly against Licensee to the extent the claim alleges that Licensee's use of the Software and/or Documentation in accordance with the terms of this Agreement infringes such third party's Intellectual Property Rights ("**Infringement Claim**"). Licensee may participate in the Infringement Claim with separate counsel at its own expense.
- 11.2. Limitation on Deep Instinct's Obligations. Deep Instinct shall have no obligation under Section 10.1 or otherwise in relation to an Infringement Claim if the Infringement Claim is based on or arises from: (i) use of the Software in violation of this Agreement or applicable law; (ii) use of the Software after Deep Instinct notifies Licensee to discontinue use because of an infringement or misappropriation claim; (iii) modifications to the Software not made by Deep Instinct or made by Deep Instinct based on Licensee's specifications or requirements; (iv) use of the Software in combination with any non-Deep Instinct software, hardware or service not set forth in the Documentation or otherwise approved in writing by Deep Instinct; or (v) Licensee's use of any version of the Software which is not the latest available version of the Software provided by Deep Instinct to Licensee. Without limiting the foregoing, Deep Instinct's obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the Licensee will promptly notify Deep Instinct in writing of any threatened or actual claim or suit; (ii) Deep Instinct will have sole control of the

defense or settlement of any claim or suit; and (iii) Licensee will fully cooperate with Deep Instinct to facilitate the settlement or defense of any claim or suit.

- 11.3. Deep Instinct Options for Infringement Claims. In the event that it is finally determined by a court of competent jurisdiction (or in a final settlement agreement consented to by Deep Instinct) that Licensee's use of the Software or Documentation infringes such third party's Intellectual Property Rights, Deep Instinct has the right, at its sole discretion, to: (i) replace the infringing Software with a substantially similar non-infringing Software; (ii) modify the Software so that it no longer infringes; (iii) refund Deep Instinct's fees of the affected Software to Licensee.
- 11.4. REMEDIES. THIS SECTION 11 SETS FORTH LICENSEE'S SOLE AND EXCLUSIVE REMEDY AND DEEP INSTINCT'S SOLE AND EXCLUSIVE LIABILITY RELATING TO ANY INFRINGEMENT CLAIM.
- 11.5. Indemnification by Licensee. Licensee shall defend, hold harmless and indemnify Deep Instinct and its officers, agents, representatives and employees against any and all claims, actions, proceedings, fines, penalties, damages, costs, expenses or other liability whatsoever arising out of, resulting from or relating to: (i) Licensee's use of the Software, except to the extent such claim is covered by Deep Instinct's obligations under Section 10.1; (ii) Licensee's breach of this Agreement (including, without limitation, Section 7.2); (iii) Licensee's gross negligence or willful misconduct; or (iv) any misrepresentations or unauthorized statements made by Licensee with respect Deep Instinct or Deep Instinct's Software.

12. LIMITATION OF LIABILITY

- 12.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL DEEP INSTINCT BE LIABLE TO LICENSEE OR OTHER THIRD PARTY (INCLUDING ANY AUTHORIZED PARTNER) FOR (I) ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGE OR LOSS OF ANY KIND OR (II) ANY OF THE FOLLOWING (WHETHER DIRECT OR INDIRECT): LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF GOODWILL, LOSS OF CONTRACTS OR BUSINESS OPPORTUNITIES, LOSS DUE TO BUSINESS INTERRUPTIONS, LOSS OF ANTICIPATED SAVINGS OR LOSS OF OR CORRUPTION OF DATA, IN EACH CASE HOWEVER CAUSED AND WHETHER ARISING UNDER CONTRACT, TORT, BREACH OF STATUTORY DUTY OR OTHERWISE, INCLUDING NEGLIGENCE, (INCLUDING ANY LOSS OR DAMAGE RELATED TO ANY THIRD PARTY SOFTWARE), EVEN IF DEEP INSTINCT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 12.2. IN NO EVENT WILL DEEP INSTINCT'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), FOR BREACH OF STATUTORY DUTY OR OTHERWISE, EXCEED THE LOWER OF: (I) AMOUNTS ACTUALLY RECEIVED BY DEEP INSTINCT FROM LICENSEE FOR THE PURCHASED ACCESS AND USE OF SOFTWARE IN A SPECIFIC TRANSACTION WHICH GIVES RISE TO THE RELEVANT CLAIM; OR (II) AMOUNTS ACTUALLY RECEIVED BY DEEP INSTINCT FROM LICENSEE UNDER THIS AGREEMENT DURING THE PAST SIX (6) MONTHS PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM ARISES HEREUNDER; BUT IN NO EVENT SHALL SUCH LIABILITY BE LESS THAN ONE HUNDRED DOLLARS. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- 12.3. IN THE EVENT OF A BREACH OF SECTION 7.4 OF THIS AGREEMENT OR THE DATA PROTECTION ADDENDUM, SUCH MAXIMUM AGGREGATE LIABILITY SHALL BE INCREASED TO THE TOTAL FEES PAID DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT OUT OF WHICH THE LIABILITY AROSE.

13. IN-HOUSE MATERIALS AND OPEN SOURCE.

The Software may contain or may operate with software, services or other technology that is not owned by Deep Instinct but has been licensed to Deep Instinct by a third party and is necessary for the normal operation of the Software, including software and technology that is made available to Deep Instinct under open source or free software licenses (collectively, "**In-Licensed Materials**"). The In-Licensed Materials may be subject to

additional terms and conditions, as identified in the Documentation, the Deep Instinct website or as otherwise made available to Licensee. Any fees charged by Deep Instinct in connection with the Software do not apply to any In-Licensed Materials for which fees may not be charged under the applicable In-Licensed Materials licenses. All In-Licensed Materials are provided "AS IS" without warranty of any kind, and subject to the applicable license terms attached to such In-Licensed Materials or if no such terms are attached, then under the terms of this Agreement and accordingly, the restrictions contained in this Agreement shall apply to such In-Licensed Materials.

14. **DIANNA**

- 14.1. As part of the Services, Deep Instinct may provide You with various AI-enabled features and functionalities ("**AI Functionalities**"), including, but not limited to an AI-generated agent ("**DIANNA**"). The AI Functionalities and DIANNA are governed by the terms attached as Annex A and are hereby incorporated only if your use of Deep Instinct's Services involves the AI Functionalities and/or DIANNA.

15. **GENERAL**

- 15.1. Entire Agreement. This Agreement (including, for the avoidance of doubt, all Purchase Schedules, appendices and policies referenced herein) constitutes the entire agreement between the parties and governs Licensee's use of the Software. In the event of inconsistencies or conflicts between this Agreement and any other signed document, the terms and conditions of this Agreement will control, unless the applicable document expressly states that it supersedes a specifically identified provision in this Agreement. Notwithstanding the foregoing, Deep Instinct reserves the right to release updates, fixes and further developments of the Software and Licensee shall install such updates, fixes and further developments to continue use of the Software.
- 15.2. Severability. If a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of the Agreement shall continue in full force and effect.
- 15.3. Assignment. This Agreement shall inure to benefit and bind the parties hereto, their successors and permitted assigns, but neither party may assign this Agreement, in whole or in part, without written consent of the other, except that Deep Instinct may assign this Agreement without consent to an Affiliate or to the successor of all or substantially all of Deep Instinct's business or assets to which this Agreement relates. There are no third-party beneficiaries to this Agreement.
- 15.4. Governing law. If the Licensee that has purchased access and use of the Software in UK or EMEA, then this Agreement shall be governed by and construed in accordance with the laws of England and Wales, without regard to conflict of laws principles, and all claims arising out of, or relating to, this Agreement or the Software shall be brought exclusively in the courts of England and Wales; If the Licensee that has purchased access and use of the Software in Japan, then this Agreement shall be governed by and construed in accordance with the laws of Japan without regard to conflict of laws principles, and all claims arising out of, or relating to, this Agreement or the Software shall be brought exclusively in the courts of the Tokyo District Court; If the Licensee that has purchased access and use of the Software is located in any other country, then this Agreement shall be governed by and construed in accordance with the laws of the State of New York, notwithstanding its conflicts of law principles, and all claims arising out of or relating to this Agreement or the Software shall be brought exclusively in the federal or state courts located in New York. The parties waive any right to a jury trial in any litigation arising out of or relating to this Agreement or the Software. The parties agree that the UN Convention on Contracts for the International Sale of Goods (CISG, Vienna, 1980) shall not apply to this Agreement.
- 15.5. Export Control. Licensee is solely responsible for, and agrees to comply with, all applicable laws, statutes, ordinances, and regulations, however designated, with respect to the use of and access to the Products, including United States government laws, regulations, orders or other restrictions regarding export from the United States and re-export from other jurisdictions of software, technical data and information or derivatives of such software, or technical data and information. Licensee acknowledges that, unless prior requisite governmental approvals and authorizations are obtained from applicable governmental authorities, none of the Product or underlying information or technology may be downloaded, or otherwise exported, re-exported, or transferred to (i) any country or territory that is the subject of a U.S. government embargo or designated by the U.S. government as a state sponsor of terrorism (including, without limitation, Cuba, Iran, North Korea, Syria, the Crimea Region, and the Donetsk People's Republic and Luhansk People's Republic located in Ukraine) ("**Embargoed Countries**"); (ii) any party identified on a prohibited party list maintained

by the U.S. government or other applicable governmental authorities, including, but not limited to, the Specially Designated Nationals and Blocked Persons List, Foreign Sanctions Evaders List, Russian Harmful Foreign Activities Sanctions Regulations, and Sectoral Sanctions Identifications List, maintained by the Office of Foreign Assets Control of the U.S. Treasury Department (“OFAC”) and the Denied Persons List, Entity List, and Unverified List, maintained by the Bureau of Industry and Security of the U.S. Commerce Department (collectively, “**Prohibited Party Lists**”); (iii) any entity that is directly or indirectly 50% or more owned (individually or in the aggregate), or otherwise controlled, by persons designated on a Prohibited Party List; (iv) the government of Venezuela, including any person or entity employed or owned or controlled, directly or indirectly, by any political subdivision, agency, or instrumentality of the government of Venezuela; (v) any party for military purposes or end uses, or in the design, development, or production of nuclear, chemical, or biological weapons; or (vi) The Republic of India, the People’s Republic of China, or the Russian Federation. Licensee warrants that none of it or its affiliates appear on a Prohibited Party List. Licensee will reasonably cooperate with Deep Instinct and will provide Deep Instinct promptly upon request with any certificates or documents, in each case as are reasonably requested to obtain approvals, consents, licenses and/or permits required for any payment or any export or import of Product or Documentation under this Agreement. Licensee agrees that Deep Instinct has no obligation to provide the Product where Deep Instinct believes the provision of the Product could violate sanctions and export control laws.

- 15.6. Waiver. Any delay, omission or failure to exercise any right or remedy under this Agreement shall not constitute a continuing waiver of such right or remedy. The rights and remedies under this Agreement are cumulative and in addition to and, except where otherwise expressly provided in this Agreement, do not exclude, any rights and remedies provided by law (including equitable remedies) or otherwise.
- 15.7. No Joint Venture. This Agreement does not create any joint venture, partnership, agency, or employment relationship between the parties.
- 15.8. Force Majeure. No failure or omission by either Party to carry out or observe any of the terms and conditions of this Agreement (other than any payment obligation) shall give rise to any claim against such Party or be deemed a breach of this Agreement if such failure or omission arises from an act of God, an act of Government or any third party, any cause beyond the reasonable control of such Party, or any other circumstance commonly known as force majeure.
- 15.9. Publicity. Deep Instinct may list Licensee as a customer of Deep Instinct and a licensee of the Software on Deep Instinct’s website and marketing and other promotional materials.
- 15.10. Notices. All notices or other communications required or permitted to be given under this Agreement will be in writing and sent via commercial overnight courier to each party at the address specified on the Purchase Schedule or such other address as the party provides to the other in writing, except that operational communications regarding may be delivered by email.

ANNEX A

AI FUNCTIONALITIES AND DIANNA TERMS AND CONDITIONS

As part of the Services, Deep Instinct may provide You with various AI-enabled features and functionalities (“**AI Functionalities**”), including, but not limited to an AI-generated assistant (“**DIANNA**”).

1. The AI Functionalities and DIANNA could involve integrations with third parties, such as OpenAI or Azure. Deep Instinct may provide You with AI Functionalities which may include, without limitation, Amazon Bedrock (“**Amazon Bedrock**”) language-generation models, incorporated into DIANNA to be used as a tool to scan files and provide security related insights. You may use the AI Functionalities only in supported geographies.
2. For the purpose of providing You with the AI Functionalities and/or DIANNA, Deep Instinct will access the files that you upload into DIANNA. You acknowledge, instruct, and agree to Deep Instinct's use of Your information and data for this purpose, Deep Instinct will not use your files or information to train models which are offered to other Deep Instinct clients, rather, DIANNA will be offered as a customized version for Your use only. For clarity, Deep Instinct does not share Your information with other customers, and it uses Your information solely for the purposes of providing DIANNA and AI Functionalities to You.
3. You shall obtain and maintain all necessary consents, rights and permits and provide all necessary notices for such use of Your information by Deep Instinct. In connection with your use of the AI Functionalities and/or DIANNA, You may provide input (“**Input**”), and receive output generated and returned by the AI Functionalities and/or DIANNA based on the Input (“**Output**”). You acknowledge that you are not required by law or otherwise to provide any specific Input and that any Input is provided on a voluntary basis. In addition, You acknowledge that the Output is subject to, depends on, and is a function of the Input. You acknowledge that any Output may not be unique.
4. As between You and Deep Instinct, Deep Instinct and its third-party technology providers and licensors (including, without limitation, Amazon Bedrock), as applicable, own and reserve all legal right, title and interest in and to the AI Functionalities, including all intellectual property and proprietary rights.
5. You may not use AI Functionalities and/or DIANNA to create or share Output in a manner that violates this document and/or any third-party policies, such as Amazon Bedrock. Notwithstanding anything to the contrary, use of the AI Functionalities and/or DIANNA is also subject to the [Amazon Bedrock](#) terms and conditions, which shall prevail.
6. THE AI FUNCTIONALITIES, DIANNA, AND THE OUTPUT ARE PROVIDED TO THE CUSTOMERS ON AN "AS IS" AND "AS AVAILABLE" BASIS. DEEP INSTINCT DISCLAIMS ALL EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. You shall be solely responsible for the Input and the Output provided. You acknowledge that Output provided by the AI Functionalities and/or DIANNA may be inaccurate, and that no security measures can fully prevent all potential loss, misuse or alteration of personal and other information provided as Input, and therefore, Deep Instinct and any of its affiliates shall, to the fullest extent permitted by law, not be liable for any potential losses or damages arising as a result of DIANNA and AI Functionalities.
7. You shall not use any AI Functionalities and/or DIANNA in violation of applicable laws or third-party rights or for unethical purposes. Except for the rights expressly granted under this document, no other rights, or permissions to access or use any of the AI Functionalities and/or DIANNA are granted to You.
8. You shall not: (i) use output from the AI Functionalities and/or DIANNA to develop models that compete with Deep Instinct and/or Amazon Bedrock; (ii) disclose to any third party information related to the AI Functionalities and/or DIANNA (which shall all be considered Deep Instinct's Confidential Information) (iii) use any automated or programmatic method to extract data or output from the AI Functionalities, including scraping, web harvesting, or web data extraction; (iv) represent that output from the AI Functionalities and/or DIANNA was human-generated when it is not or otherwise violate this Agreement, the Amazon Bedrock terms (v) send or process any personal information of children under 13 or the applicable age of consent in connection with the AI Functionalities and/or DIANNA; or (vi) use any AI Functionalities and/or DIANNA in violation of applicable laws or third-party rights or for unethical purposes. You may not use the AI Functionalities and/or DIANNA to process any personal information. To the extent that you nevertheless use the AI Functionalities and/or DIANNA to process any health information, personal information, financial information or any other category of Confidential Information or sensitive information, as defined under applicable laws: (i) you shall only do so in compliance with all applicable law, including the requirements to provide all necessary notices and policies to comply with all transparency requirements (as required under applicable law), (ii) you have and shall maintain all necessary rights, legal basis and consents required under applicable law to provide personal information to the AI Functionalities and/or DIANNA and to use such personal information in accordance with these Terms, and (iii) you shall bear all responsibility and be solely liable for the use of the AI Functionalities and/or DIANNA. You hereby agree to defend (at Deep Instinct’s discretion, it may defend and require reimbursement from you for the legal fees of defending), indemnify and hold harmless Deep Instinct for any third-party claim it receives in connection with your use of the AI Functionalities and/or DIANNA in breach of any applicable data protection law, privacy, or confidentiality right of any third party.

