

## **VVM Terms and Conditions**

These Terms and Conditions will govern the provision of certain services by Argus Cyber Security Ltd. (“**Company**”, “**Argus**”) to the client indicated in the Order. By executing the Order or otherwise accessing the Services, Customer hereby asserts its consent to this Agreement and the provisions contained herein. Company and Customer may hereinafter be individually referred to as a “**Party**” and collectively as the “**Parties**”. This Agreement between Customer and Company (“**Agreement**”), effective on the date of last signature hereon (“**Effective Date**”);

In consideration of the mutual promises and covenants herein, the Parties agree as follows.

### **1. DEFINITIONS**

#### **1.1** In this Agreement the following terms have the following meanings:

**Affiliate** means as regards each Party, any legal entity which directly or indirectly controls, is controlled by or under common control with such Party, whereby “control” means the ownership direct or indirect of more than 50 % of such legal entity’s voting rights and/or capital;

**Agreement** means the Order together with these VVM Terms and Conditions;

**Applicable Law** means all mandatory provisions of laws, regulations, directives, statutes, subordinate legislation, common law and civil codes of any jurisdiction together with all codes of practice having force of law on jurisdictions where the Services would be provided;

**Authorized Users** means any user Authorized by Company to access and use the Product solely as permitted in accordance with Clause 7 and the other provisions of this Agreement;

**Business Day** means any day which is not a Friday, Saturday or a public holiday in Israel from 9:00 until 18:00 CET time;

**Cloud Services** means host and storage of the Product and data collected in connection with its operation over a cloud hosting infrastructure of a third party supplier;

**Confidential Information** means any non-public information (which, for the purpose of this Agreement shall mean any information or data that becomes part of the public domain without fault on the part of the receiving party), that relates to the business, affairs, operations, customers (including customer data), processes, budgets, pricing policies, product information, strategies, developments, trade secrets, know-how, methods, technology, technical data, personnel and suppliers of the Disclosing Party, and any other information clearly designated by a Party as being confidential to it (whether or not it is marked “confidential”), or which ought reasonably be considered to be confidential or other matters connected with the Services; The Customer Data shall be considered Confidential Information of Customer including non-public data provided by Customer to Company, to enable the provision of the Product and or to facilitate Customer's use of the Product;

**Customer Data** means data or records of whatever nature, in whatever form provided to the Company by, or at the direction of, Customer in connection with this Agreement and for the purposes of this Agreement (to the exclusion of any Feedback), to enable the provision of the Services or to facilitate Customer’s or its Authorized User’s use of the Services, including any statistical or other analysis, as well as copies, improvements, modifications, adaptations, translations and other derivative works of, based on, derived from or otherwise incorporating any of the foregoing;

**Customer Servers** means any networks and network devices, server hardware, storage systems, computer systems or other equipment, applications, software or software components and the like used by Customer from time to time with which any element of the Product shall connect, exchange data, interface or otherwise interoperate or communicate;

**Customer** means Company’s customer for the Services as stated and specified in the Order;

**Database(s)** means governmental or non-governmental public vulnerability databases;

**Disclosing Party** means the Party disclosing its Confidential Information to the other Party;

**External Service(s)** means any and all external services that are not part of the Product and that their availability and/or operation are not under the control and/or the responsibility of Company, including but not limited to, Customer Servers, Databases, Cloud Services, third party service providers, availability of internet services, etc.;

**VVM** means Vehicle Vulnerability Management system which provides detection and monitoring for automotive asset security bill of material related vulnerabilities, throughout vehicle development, production, and post-production phases;

**Intellectual Property Rights** means all intellectual, moral, industrial and/or proprietary property rights, now or hereafter, recognised under any applicable law anywhere in the world, whether issued or pending, registered or unregistered, including, but not limited to (i) all forms of patents; (ii) inventions, discoveries, (whether patentable or not); (iii) rights associated with works of authorship, including but not limited to copyrights and mask works; (iv) trademarks and service marks, trade names, domain name registration; (v) designs (whether or not capable of registration), design rights; (vi) database rights; (vii) trade secrets and know how; (viii) all rights to confidential or proprietary information; any rights analogous to those mentioned herein; all derivative works thereof; and any current or future applications, renewals, extensions, provisionals, continuations, continuations-in-part, divisions, re-exams and reissues thereof, and all of the tangible embodiments thereof;

**Order** means the quotation which defines the scope of work for the provision of the Services, including the Product Set Up, and including milestones and work plan schedule, including any annexes thereto (as issued by Company) once accepted by Customer thereby constituting a binding purchase order;

**Product** means Company's proprietary VVM software and related documentation, and all the services therein which will be provided in accordance with the terms of this Agreement, as may be updated or amended from time to time;

**Product Set Up** means the one time system set up integration and deployment, as required, to be provided by Company as described in the Order;

**Receiving Party** means the Party receiving the Confidential Information from the other Party;

**Service** means (a) the Product to be provided to Customer to be used by Customer and its Authorized Users in accordance with the Order and the terms of this Agreement; (b) Product Set Up; (c) Technical Support Services; and (d) any other jointly agreed additional services which Customer requests to take from the Company under or in connection with this Agreement;

**Support Ticket** means a support case that is logged and maintained in the Support Tool, to track and maintain Support Ticket information (e.g., query, failure or technical issue);

**Support Tool** means support management tool for tracking customers Support Tickets;

**Technical Support Services** means maintenance and support services for the Product as set out in Clause 5;

**Term** means the period during which this Agreement is in force and effect;

**VAT** means any tax of any jurisdiction based on sales of goods or services such as sales taxes and any similar, replacement or additional tax; and

1.2 Headings are for convenience only and shall not affect the interpretation of this Agreement.

## 2. SUPPLY OF THE SERVICE

2.1 As Company has committed to provide the Services as defined herein and/or in the Order, Customer hereby engages Company, and Company grants to Customer, during the Term and subject to the terms of this Agreement and payments by Customer of all relevant Fees in accordance with Clause 13 hereinafter, a worldwide, personal, non-exclusive, revocable, non-transferable (except as set forth in Clause 21 of the Agreement), non-sublicensable, limited license to access and use the Product, and to permit access to the Product for Authorized Users on Customer's behalf, in accordance with the terms of this Agreement (hereinafter, the "**License**"). Any use by Customer and/or anyone on its behalf of the Product shall be solely subject to, and in compliance with, this Agreement. The License is on an annually renewable subscription basis, valid during the term defined in this Agreement.

2.2 Any use and/or reliance by Customer and/or anyone on its behalf of any information relating to vulnerabilities will be subject to the terms and conditions, as may be made available by the relevant Database, which is subject to changes by the Database at any time without notice.

2.3 **On Prem Product Set Up.** To the extent required, applicable and agreed by the Parties, Company shall be responsible to provide Customer with On Prem Product Set Up on Customer environment in accordance with the terms set out in the Order subject to a non-recurring Set Up Fee as described in Clause 13 and in the Order ("**On Prem Product Set Up**"). It is hereby clarified that, in the event of On Prem Product Set Up the Technical Support Services are expressly excluded and, unless agreed otherwise, shall not be provided by Company.

2.4 **Technical Support Services.** With effect from Effective Date, Company shall provide the Technical Support Services, in accordance with the provisions of Clause 5.

## 3. RESPONSIBILITIES AND OBLIGATIONS

3.1 Each Party shall obtain all licenses and consents, and pay all fees, required by applicable Law for such Party to fulfil

its obligations, and for all licenses required for a Party to effectuate the rights and licenses granted herein.

- 3.2 Company shall: (a) supply the Service in accordance with respective Applicable Laws, and the degree of skill, diligence, prudence, and operating practice applicable in the industry; (b) use commercially reasonable efforts to make the Service (access to the Product) available in accordance with Clause 5, except for: (i) planned downtime (of which Company shall give advance electronic notice and indicate relevant risks and handling plan schedule), and (ii) any unavailability caused by circumstances beyond Company's reasonable control, including, for example, an event of Force Majeure (as specified below in Clause 12), internet service provider failure or delay, third party application or denial of service attack. Company shall take reasonable efforts to inform Customer in advance of any planned shut-down or unavailability of the Product. For the avoidance of doubt, Company is not responsible nor liable for any Force Majeure event; and (c) upon request, provide, upon its availability and resources and at Customer's sole cost, reasonable cooperation with Customer's external suppliers that provide services, software, or systems that interface or interoperate with the Services in accordance with this Agreement.
- 3.3 Customer shall: (a) be responsible for obtaining and maintaining the Customer Servers, and for maintaining the security of any Customer Servers and equipment, as well as any accounts, passwords and files. Company and/or its sub-contractors will not be responsible for any losses, damages, costs, expenses or claims resulting from any lack of security in respect thereto; (b) provide Company with complete, timely and accurate information and data required by Company for the performance of the Services, and is responsible for, and assumes the risk of, any problems resulting from the Customer Data, its accuracy, completeness and consistency; and (c) cooperate with Company and its sub-contractors as reasonably required for the performance of this Agreement, and shall provide Company with any information and/or content in its possession or, with assistance needed in order to enable the provision of the Services by Company.

#### **4. SERVICE**

- 4.1 In the event of a service failure in the Product, the Company will resolve the service failure and promptly resume performance of the Product in accordance with the relevant Technical Support Services and/or other provisions(s) of this Agreement, as applicable.
- 4.2 In the event of a service failure in the Product, as a result of any technical issue, error or misuse caused due to Customer or its Authorized User(s) non-compliance with the terms of this Agreement, Company shall not be in breach of this Agreement. Company may reasonably assist Customer to resolve service failure in respect of the Product to the extent it is practically and technically feasible and on condition that Customer reimburses additional costs incurred by Company for its assistance in regard to such service failure as agreed therein.
- 4.3 The Product integrates with, links to, or enables access to External Services. In case of a service failure in the Services due to, or arising out of, an interruption, fault and/or error of an External Service, Company will use practically reasonable and possible efforts to cause such service failure to be resolved, except when such External Services is under Customer's responsibility and/or control. Company cannot and does not warrant that such service failure will be handled in a particular timeframe set out in this Clause 5 or that the service failure will be resolved, and Company shall not be considered in breach of this Agreement in this respect.
- 4.4 Unless Company is obliged to do otherwise due to mandatory provision of any Applicable Law and/or Privacy Laws, Company will be entitled to remove or replace the Cloud Service provider, upon its sole discretion and with prior written notice to Customer, and provided that such change shall not adversely affect the Services granted to Customer herein. If such replacement may cause additional costs to either Party, the Parties shall discuss the issue of coverage of such costs in good faith.
- 4.5 Without derogation from the above, the Services shall not include on-site support nor the correction or support of any incident due to: (i) Customer's neglect or misuse of the Product or its failure to operate the Product for the purposes for which it was designed; (ii) alteration, modification or maintenance of the Product by any party other than Company without Company's prior written consent; or (iii) Customer's failure to comply with Company's site security requirements and other reasonable advice on security given by Company.

#### **5. TECHNICAL SUPPORT SERVICES**

- 5.1 Coverage and availability. The following table describes Company support services and its supported coverage and availability:

Support Service	Supported System Coverage
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Access to Support Tool	24 x 7 availability
Web/Email Communication by Support Engineers	8 x 5 Business Hours CET
Argus technical support for VVM queries, technical issues, configuration changes, system fixes and updates.	Included

5.2 Service Level Management. VVM Uptime Percentage: During the term of the agreement under which Company has agreed to provide the VVM to Customer, the Covered Service will provide 24/7 service with >=95% availability rate.

5.3 General System Maintenance. General System Maintenance (also known as maintenance windows) for allowing Company to schedule preferred timeframes for planned outages to perform general system maintenance activities. Company support engineers will coordinate in advance the VVM system maintenance window hour with the Customer. Usually, maintenance windows are scheduled for Sunday, 9am - 5pm Israel time.

## 6. AUTHORIZED USERS

6.1 Customer shall only permit Authorized Users to access and use web based management of the Product, and shall be responsible for, and use its reasonable endeavors to procure, each Authorized User's compliance with the provisions of this Agreement and all Applicable Laws.

6.2 Customer shall notify the Company immediately if it becomes aware of any unauthorized use of the Product. To the extent permitted under the Applicable Law, Customer shall remain responsible towards Company for any breach or omission of this Agreement by the Authorized Users.

6.3 Company reserves the right to block access to the Product at any time and without notice in case of violation of this Agreement, or any Applicable Law, made by Customer and/or Authorized Users.

## 7. RESTRICTIONS

With respect to the Product provided to Customer by Company, Customer shall not and shall procure that Authorized Users do not:

- (a) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form;
- (b) attempt to copy, duplicate, modify, alter, create derivative works from or distribute all or any portion of the software except to the extent expressly set out in this Agreement or as may be allowed by any Applicable Law; or
- (c) access the Product or any part thereof to build or create derivative, competitive, or similar product or service, or copy any ideas, features, functions or graphics of it;
- (d) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Product and/or Documentation available to any third party except the Authorized Users as permitted under this Agreement;
- (e) store any illegal content or content which violates any Applicable Law and/or Privacy Laws, or material rights of third parties in the Product;
- (f) attempt to access the Product by any means other than through the interface that is provided by Company; or
- (g) intentionally engage in any activity that interferes with or disrupts the Product or infringes on Company's and/or its third-party vendors' brand or intellectual property rights.

## 8. SUSPENSION OF ACCESS

8.1 Without derogation from Company rights under Clause 18 the Company may suspend the provision of the Product and/or Services (as the case may be) during the Term, in the following cases:

- (a) upon written notice to Customer with an immediate effect, in the event an Authorized User commits a material breach of the Agreement, particularly the provisions of Clause 7 above, and in such circumstances: (i) the Company shall endeavour to give as much advance notice to Customer as is reasonably practicable, save where the Authorized User's action has compromised the security of the Product and/or Service or is fraudulent (and in such circumstances the Company shall endeavour to give

as much advance notice to Customer as is reasonably practicable); (ii) to the extent it is technically and practically feasible, the suspension shall be with respect to that Authorized User unless the impacts of such material breach considered as a material breach of Customer under this Agreement or otherwise reasonably require the Company to suspend the whole or larger portion of the Product and/or Service; and (iii) if technically and practically possible, the suspension shall be withdrawn as when and if Customer is able to procure the cessation of such material breach by such Authorized User to Company's satisfaction and upon Company's consent.

- (b) upon ten (10) Business Days prior written notice, if Customer fails to pay the Fees and/or any payments due to the Company in accordance with this Agreement.

## **9. PARTIES PERSONNEL**

There shall be no employer-employee relationship between the Parties' employees. Each Party will ensure that, unless agreed otherwise in writing, none of the other Party's Personnel shall be treated and/or regarded as an employee of the other Party.

## **10. RECORD KEEPING AND REGULATORY ASSISTANCE**

During the Term and, and for a period of five (5) years thereafter, each Party will retain records and other supporting documentation relating to the Party's compliance with applicable Laws and its obligations under this Agreement. Where records are required to be maintained for longer than the periods required under this Clause in order to comply with any Applicable Laws, either Party, upon the other Party's written request will maintain the relevant records for such period as required according to such applicable law.

## **11. SUBCONTRACTING AND OUTSOURCING**

Customer hereby acknowledges that Company may engage third party sub-contractors and/or sub-providers in the provision of the Services. Without derogating from the provisions of Clause 4, in any case, the Company, upon its sole discretion, may change the identity of those sub-contractors or materially change the obligations they are appointed to perform.

## **12. FORCE MAJEURE**

Neither Party shall be liable for a breach of this Agreement directly or indirectly caused by circumstances beyond its reasonable control (a "**Force Majeure**"), provided, however, that the affected Party shall promptly notify the other of the existence of the Force Majeure and the effect on its ability to perform its obligations, and that the affected Party undertakes all reasonable efforts to mitigate the impact of the Force Majeure on the other Party. The term "**Force Majeure**" shall mean and include any act of God, industry-wide strikes, explosion, fire, flood, terrorist acts, war and other hostilities, civil commotion, governmental acts, regulations or orders, failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, acts or omissions of internet service providers, generalized inadequate supply of raw materials or components, or any other circumstance of a similar nature beyond the reasonable control of an affected Party (but excluding any act or omission by an Affiliate of such Party). If any Force Majeure endures more than sixty (60) days, the Parties shall meet and review in good faith the desirability and conditions of this Agreement.

## **13. FEES AND PAYMENT**

- 13.1 In consideration of the Services and Customer's use of the Product, Customer will pay Company the following amounts: (i) a one-time fee for the Product Set Up, and in the case of On Prem Product Set Up, an additional one-time fee for On Prem Product Set Up (the "**Set Up Fee**"); (ii) a recurring yearly License fee (the "**License Fee**"); and (iii) a fixed recurring quarterly fee as for Technical Support Services ("**Technical Support Fee**"). The Setup Fee, the License Fee, and the Technical Support Fee shall be referred to collectively as the "**Fees**" and shall be paid in the amounts and subject to payment terms, as set forth herein and in the Order.
- 13.2 Company shall bill through an invoice, in which case, full payment for invoices shall be received by Company according to the payment terms as set forth herein and in the Order. All Fees and other amounts due to the Company hereunder are net and are exclusive of VAT and withholding taxes. Any such amounts, whether withheld at source or otherwise, will be paid by Customer.
- 13.3 All sums payable by Customer to Company under or in respect of this Agreement shall be paid free and clear of any deductions, withholdings, set-offs or counterclaims, save only as may be required by law. Customer may not withhold or set-off any payment due to Company under this Agreement or otherwise.
- 13.4 All travel and other expenses (such as kick-off meeting, technical workshops, training sessions, debug sessions, maintenance and support sessions etc.) relating to the rendering of Services incurred by Company and/or Customer

during the term of this Agreement shall be borne by Customer. If any such expenses are paid in the first instance by the Company, Customer shall reimburse Company.

#### **14. INTELLECTUAL PROPERTY RIGHTS**

- 14.1 Company is and will be the exclusive owner of all rights, title and interest in and to (a) the Product, its source code, and all improvements, enhancements or modifications thereto, and all Intellectual Property Rights attached thereto; (b) any software, applications, inventions or other technology owned by or licensed to the Company or any Company Affiliate, or developed in connection with the Product; and (c) all Intellectual Property Rights related to any of the foregoing, excluding, for the avoidance of doubt, any derivatives of the Product. Except as otherwise set forth in this Agreement, nothing in this Agreement grants Customer any rights in or to any of Company's Intellectual Property Rights, all of which rights Company hereby reserves.
- 14.2 Any and all Intellectual Property Rights of External Services are the property of the respective External Service provider(s), and their use inures to the benefit of their respective owners. Customer acknowledges and agrees that the Product may contain open source components. For the avoidance of doubt, all utilization of open source components is governed by the applicable open source licenses. With respect to a license in and to open source solely the applicable open source license applies.
- 14.3 Neither party shall use any of the other party's trademarks (registered and unregistered), service marks, logos, get up or brands without the other party's prior written consent. Any approved use of the other party's trademarks under this Clause 14 shall only be used in compliance with the relevant brand guidelines to be provided to the owning party, as amended from time to time and the terms of the owning party's written consent.
- 14.4 Customer will take no action which adversely affects Company's Intellectual Property Rights, including (without limitation) its validity, enforceability, registrability, value or Company ownership thereof.
- 14.5 Company shall be entitled to use aggregative and/or statistical information based on the Customer Data (to the extent such information is not personally or uniquely identifiable – meaning no personal related data), and any expression or result arising out of the Product and/or Service for Company's purposes, including for research, supervision and control over the Product and/or the Services, improvement and development of the Product and/or the Services etc. (collectively "**Service Results**"), in an unlimited and irrevocable manner and with no obligation to pay royalties or any other payment whatsoever. It is hereby clarified that, Company shall not disclose Confidential Information of Customer contained in the Service Results to any third-party, as detailed in Clause 16 below. Any Service Results created by Company in the course of performing this Agreement are and will be the sole and exclusive property of the Company.
- 14.6 It is clarified that Company remains the owner of all the rights (including Intellectual Property Rights) in any offer, note or any feedback (e.g., questions, comments, suggestions or the like) pertaining to the Product and/or Services, and which are received by Company from Customer and/or Authorized Users (hereinafter, the "**Feedback**"), all rights, including Intellectual Property Rights in such Feedback shall belong exclusively to Company and shall be considered Company's Confidential Information, and Customer hereby irrevocably and unconditionally transfers and assigns to Company all Intellectual Property Rights in such Feedback and waives any and all moral rights that Customer may have in such Feedback. The Feedback shall be considered Company's Confidential Information, and Company shall be entitled, in its sole discretion, to make any use (or elect not to use) of the Feedback, for any purpose.

#### **15. REPRESENTATIONS AND WARRANTIES**

- 15.1 Each Party represents and warrants that it has the legal power to enter into and perform under this Agreement, and that it holds valid licenses, permits and approvals required by law for the performance of all of its obligations according to this Agreement.
- 15.2 Company hereby undertakes, warrants and represents to Customer that: (i) it has the capacity, skill, ability, experience and knowledge required to perform the Services and will use commercially reasonable efforts to do so faithfully, diligently, and with skill and ability in accordance with industry standard; (ii) it is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement, or which will interfere with the performance of the Services; and (iii) it shall comply with all applicable laws, rules, licensing requirements, and regulations of the territories in which Company performs its activities and shall indemnify and hold Customer harmless from anything caused as a result of the Company's failure to do so.
- 15.3 The Product and Services are being provided by Company on an 'as-is' and 'as available' basis. Except for the warranties and representations set forth in this Clause 15, the Company makes no warranties or representations of any kind or nature in connection with the Product and/or Services whether written or oral, statutory, express and/or implied and/or by virtue of law and/or by virtue of commerciality or compatibility of the Product, its fitness for a particular purpose or use, its performance, credibility, precision, level of security or, results that may be obtained

from using the Product or any conclusions derived from any such usage, nor does Company grant any warranty or representation in relation to other External Services, including for the data security and/or cybersecurity of the said External Services or their impact on the Product, or third-party content and/or as to Customer Servers. Without derogating from the generality of the aforesaid, Company does not undertake that the Product's activity will be continuous and/or without mistakes or flaws, and further, Company does not undertake that the software will be available at all times (e.g., in the event of a planned or unplanned shut-down, scheduled maintenance or for unscheduled emergency maintenance either by Company or by third party service providers).

- 15.4 Without derogating from the aforesaid in Clause 15.3 above, Company makes no warranties or representations of any kind and shall not be liable in connection with the Product and/or the Services: (i) if any modifications are made to the Product by any party other than Company, (ii) the combination of the Product or any part thereof with third-party products or third-party software components were embedded in the Product without the explicit prior written authorization/approval thereto by Company, or (iii) if the Product and/or any part thereof has been installed on Customer's systems in a composition and/or manner that differs from that which had been agreed to by Company, and/or contrary to the documentation. Company is in no way or manner liable for any matter relating to and/or arising from any hardware or third party products or services including in connection with their usage as aforesaid, in conjunction with the Product.
- 15.5 The Company further represents and warrants that to the best of the Company's knowledge and on the Effective Date, the Product is free from Malware. Customer acknowledges that Company cannot ensure, nor will it be responsible for the data security and/or cybersecurity of Customer Servers, services provided by third party providers or means through which Customer connects to the Product, their impact on the Product, the Customer Data and information existing on the Product and/or issued through the Product.
- 15.6 With respect to Customer Data, Customer warrants that: (i) Customer owns or has a license to use and has obtained all consents and approvals necessary for the provision and use of all of the Customer Data that is inserted to the Product or otherwise required for the provision of the Services; (ii) the provision and use of Customer Data as contemplated by this Agreement does not and shall not violate any third party rights or Applicable Law.

## **16. CONFIDENTIALITY**

- 16.1 During the Term and for a period of five (5) years after the termination or expiration of this Agreement, a Party receiving Confidential Information of the other Party in connection with this Agreement undertakes to maintain the and refrain from disclosing such Confidential Information to any third-party. Each Party may disclose Confidential Information solely to the extent necessary for the performance of the Agreement, and solely to its employees and/or sub-contractors on its behalf that are in need of such Confidential Information within the scope of the Services under the Agreement, on a need-to-know basis. Notwithstanding the above, Company may disclose Confidential Information to its Affiliates, on a need-to-know basis. The provisions of this Clause 16.1 shall not apply to (i) information that had independently come into the possession of the recipient prior to disclosure by the disclosing party, as recipient can demonstrate with dated documents; (ii) information that is part of the public domain at the time this Agreement becomes effective or, that has become part of the public domain through no breach of the obligations by recipient; (iii) information that was independently developed by recipient without use of the Confidential Information of disclosing party, as demonstrated by recipient with dated documents; (iv) information obtained by recipient from a third-party that was entitled to disclose the same to recipient; and (v) information the disclosure of which is mandated by law or an order of an authorized entity or by an authorized judicial or administrative instance, provided that the Party required to disclose the information as aforesaid has provided the other Party a notice thereof immediately upon having received the demand for disclosure, subject to the Party being required to make the disclosure not being legally prohibited from informing the other Party of such demand, and subject to the other Party having been given, to the extent permitted by law, a reasonable opportunity to take action to challenge the demand for disclosure.
- 16.2 Parties agree that in addition to each Party's termination rights set out elsewhere in this Agreement, either Party may (without prejudice to any other right available to it) immediately terminate this Agreement in the event of any breach of this Clause 16 by the other Party.
- 16.3 Notwithstanding the above, the Parties may disclose the existence of this Agreement.

## **17. DATA PROTECTION AND DATA SECURITY**

- 17.1 The Parties agree and undertake that to the extent any personal information or data will be processed within the framework of performance of this Agreement ("Personal Data"), all such Personal Data to the extent processed by the Parties, will be processed in accordance with the applicable privacy laws and the Data Processing Agreement. In particular, the Parties shall process the Personal Data exclusively on the basis of a sufficient legal basis and only in

accordance with the respective purpose for which it was sent and shall, where so required under the applicable data protection rules, meet any information and transparency obligations towards the data subjects.

## **18. TERM; TERMINATION AND CONSEQUENCES OF TERMINATION**

- 18.1 This Agreement shall commence on the Effective Date and shall remain in force and effect for a period of one (1) year (hereinafter, the “**Initial Term**”). This Agreement shall automatically be renewed for additional periods of one (1) year each (each a “**Renewal Term**” and together with Initial Term the “**Term**”), unless either Party requests termination upon prior written notice of such termination at least 30 days prior to the end of the then-current term.
- 18.2 Notwithstanding any other provision in this Agreement, either Party may by written notice served on the other Party terminate this Agreement immediately without the other Party having any claim and/or demand in connection therewith, in the event of one of the following: (a) if the other Party is in material breach (including persistent breach), of any of the terms of this Agreement, and, where the breach is capable of remedy, the other Party fails to remedy such breach within thirty (30) days’ service of a written notice, specifying the breach and requiring it to be remedied; (b) notwithstanding the above, in addition to any other remedies it may have, either party may also terminate this Agreement with immediate effect on giving notice to the other Party if the other party materially breaches any of its obligations under this Agreement, including the obligations relating to Restrictions (Clause 7), Intellectual Property Rights (Clause 14), and Confidentiality (Clause 16); or (c) if the other Party shall become insolvent, cease doing business as a going concern, make an assignment, composition or arrangement for the benefit of its creditors, or admits in writing its inability to pay debts, or if proceedings are instituted by or against it in bankruptcy, under applicable insolvency laws, or for receivership, administration, winding-up or dissolution (otherwise than in the course of a solvent reorganization or restructuring approved by the other Party to this Agreement), provided that such proceedings are not dismissed within sixty (60) days.
- 18.3 In the event of expiration and/or termination of this Agreement for any reason whatsoever, the following provisions shall apply: (a) the License granted to Customer shall immediately expire and Company shall immediately cease providing the Product and/or Services; (b) Company shall be entitled to block any access by Customer and/or any Authorized User to the Service and cancel all accounts opened for the Customer and the Authorized Users; and (c) Customer shall immediately cease, and ensure that all Authorized Users immediately cease, all use of, and access to, the Service.
- 18.4 Any sums paid by Customer until the date of termination are non-refundable, Customer shall not be relieved of his duty to pay in full the amounts due to be paid thereby prior to the date of termination, and such termination shall not derogate or jeopardize any other right and/or remedy vested in any of the Parties.
- 18.5 It is clarified that, upon termination and/or expiration of this Agreement for any reason whatsoever, any provision herein which by nature is intended to survive the termination and/or expiration of the Agreement as aforesaid, including Clauses 7, 10, 13, 14, 15, 16, 17, 18, 19, 20, 25 and 33, shall survive the termination of this Agreement and remain in effect.
- 18.6 For the avoidance of doubt, it is clarified, that the termination of this Agreement shall not grant either Party the right to compensation or any other payment from the other Party, except as explicitly set out in this Agreement.

## **19. LIMITATIONS OF LIABILITY**

- 19.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY, COMPANY AND/OR ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, SUBCONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY LOST PROFITS OR LOST REVENUES OR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY’S REASONABLE CONTROL (INCLUDING ANY FORCE MAJEURE EVENT); OR (D) ANY DAMAGE ARISING OUT OF THE PRODUCT IN DEVIATION FROM THIS AGREEMENT AND/OR TERMS OF USE AND/OR THE LICENSE; OR (E) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICE SOFTWARE AND SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE



FOREGOING LIMITATIONS AND DISCLAIMERS SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

- 19.2 Additionally, the Company shall not be liable for (i) the manner of operation of any External Service providers, its availability and its meeting of Customer's requirements; (ii) any unplanned shut-down or downtime of the Product caused due to Customer Servers and/or External Services or means through which Customer connects to the Product, including for the data security and/or cybersecurity of the Customer Servers and/or External Services or their impact on the Product; and (iii) any unsatisfactory results or non-results received due to insertion of inaccurate, incomplete or incorrect information to the Product by Customer.

## **20. INDEMNITY**

- 20.1 Each Party will indemnify defend and hold harmless the other Party, its subsidiaries, Affiliates, and their respective directors, officers, employees and agents, from and against any loss, damage, cost, expense (including attorney and reasonable legal fees) or liability, resulting from or arising from third party claims based on the following: (i) indemnifying Party's breach of any of its obligations, undertakings, warranties or representations under this Agreement or any Applicable Law; (ii) any claim of any third party based upon indemnifying Party misrepresenting its authority or upon indemnifying Party making any representation or commitment on behalf of the other Party not expressly authorized by the other Party hereunder in writing prior to making the same; (iii) any claim based on the violation of Intellectual Proprietary Rights of any third party by the indemnifying Party ("IPR Claim"). The above shall not derogate from any other rights and/or remedies afforded to indemnitee under this Agreement and/or under any Applicable Law.
- 20.2 Indemnification will be made in accordance with a final judgment only and provided that: (a) the indemnified Party promptly notifies the indemnifying Party in writing of the claim, (b) the indemnifying Party has sole control of the defense and all related settlement negotiations pertaining to the claim, (c) the indemnified Party provides the indemnifying Party with the assistance, information and authority reasonably necessary to perform the above and (d) no settlement agreement will be signed by the indemnified Party with the plaintiff, without the prior written consent of the indemnifying Party.
- 20.3 If a third-party claim arises as a result of Customer or any of its Affiliate's use of the Services in a manner that is not or has not been fully compliant with the permitted use under this Agreement, particularly in Clause 7, such claim shall not be considered an "IPR Claim" as defined in Clause 20.1 herein and the obligations of Company set forth herein in respect with an IPR Claim shall therefore not apply.
- 20.4 In respect of any such IPR Claim Company shall (at no cost to Customer) either: (a) procure the right for Customer to continue to use the Product in accordance with this Agreement; (b) modify or replace the Product or any part thereof so that it no longer infringes any third party's Intellectual Property Rights provided that in doing so the scope, functionality and performance of the Service are not adversely affected; or (c) if the Company is unable to accomplish either 19.4(a) or 19.4(b) despite using its reasonable commercial efforts, Company may terminate this Agreement upon prior written notice to Customer.

## **21. ASSIGNMENT**

- 21.1 Customer may not assign, transfer, charge, create a trust over or otherwise deal in this Agreement or any of its rights or obligations under this Agreement (or purport to do so) without the prior written consent of Company. Any purported assignment in breach of this Clause 21.1 shall not confer any rights on the purported assignee.
- 21.2 For avoidance of doubt, Company may assign this Agreement, or any of its rights under it, or by a novation transfer the benefit and the burden of this Agreement or of any of its rights and obligations under it, in whole or in part, to any of its Affiliates, or - in the scope of a reorganization, change of structure, change of control and/or merger, to a successor entity and/or into which it merges, without the need to obtain the consent or approval.

## **22. RIGHTS OF THIRD PARTIES**

This Agreement does not create any right or benefit enforceable by any person not a Party to it.

## **23. ENTIRE AGREEMENT**

- 23.1 This Agreement constitutes the entire agreement and understanding of the Parties and supersedes and extinguishes all previous drafts, agreements and understandings between them, whether oral or in writing, relating to its subject matter.
- 23.2 For avoidance of doubt, in any event of discrepancy between the provisions of this Agreement and any of the terms stipulated in the Schedules, the provisions of this Agreement shall prevail.
- 23.3 Each Party acknowledges and agrees that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance, warranty or understanding made by or on behalf of a Party (whether made innocently or negligently) which is not expressly set out in this Agreement.
- 24. NOTICES**
- Any notice or similar communication given under or in connection with this Agreement shall be in writing and shall be delivered by to the email address of Customer as stated in the Order, and for Company at legal@argus-sec.com. Notices and similar communications shall be deemed to have been received at the time of delivery to the email address.
- 25. DISPUTE RESOLUTION**
- 25.1 In the event of Dispute the authorized representatives of each Party shall meet and use their reasonable endeavours to resolve the Dispute within thirty (30) Business Days of receipt of a written request from either Party (“**Dispute Notice**”).
- 25.2 In the event that the Dispute cannot be resolved amicably by the Parties, the Parties agree to submit the dispute to arbitration, within fourteen (14) days following the expiration of the time period mentioned in Clause 25.1, under the International Chamber of Commerce (ICC), which rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be Munich.
- 26. VARIATION**
- Any variation to this Agreement shall only be effective if in writing and signed by a duly authorised representative of both Parties and making reference to this Clause 26.
- 27. FURTHER ASSURANCE**
- Each Party shall (at its own expense) and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement.
- 28. RELATIONSHIP**
- 28.1 This Agreement does not constitute, establish or imply any partnership, joint venture, agency, employment or fiduciary relationship between the Parties.
- 28.2 Neither Party shall have, nor represent that it has, any authority to make or enter into any commitments on the other’s behalf or otherwise bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability or the exercise of any right or power).
- 29. COUNTERPARTS**
- This Agreement may be executed in counterparts or duplicates, each of which, when executed, shall constitute an original of this Agreement and such counterparts or duplicates together shall constitute one and the same instrument. No counterpart or duplicate shall be effective until each Party has executed at least one counterpart or duplicate.
- 30. REMEDIES**
- Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law. Any right or remedy expressly included in any provision of this Agreement (or the exercise of them) shall not be considered as limiting a Party’s rights or remedies under any other provision of this Agreement (or the exercise of them).
- 31. SEVERABILITY**
- If any provision, or part of a provision, of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect.
- 32. WAIVER**
- A failure to exercise, or delay in exercising, a right, power or remedy provided by this Agreement or by law shall not constitute a waiver of that, or any other, right, power or remedy and shall not, and nor shall any single or partial

exercise of any such right, power or remedy, preclude the further exercise of that, or any other, right, power or remedy. Any waiver of any right under this Agreement is only effective if it is in writing and it shall only apply to the Party to whom the waiver is addressed and to the circumstances for which it is given.

**33. GOVERNING LAW AND JURISDICTION**

- 33.1 This Agreement and any Dispute shall be governed by and construed in accordance with the laws of Israel without regard to conflict of law principles.
- 33.2 Notwithstanding Clause 25, in the event that Company requires injunctive relief in order to prevent infringement of any Company's Intellectual Property Rights, it may seek such relief from any competent court anywhere in the world where such infringement takes place – at which case *lex fori* shall apply to such proceedings (rather than the law governing this Agreement).