

End User License Agreement

This End User License Agreement ("**Agreement**") is entered into by and between CTERA Networks Ltd., including, if and where applicable, its affiliates ("**CTERA**") and the legal entity installing and using the Software (as defined below) ("**Customer**"). This Agreement takes effect when Customer accepts it as provided below ("**Effective Date**") and applies to any Purchase Order(s) (as defined below) placed by Customer and Customer's use or access of the Software. If Customer has entered into a separate written agreement with CTERA regarding the use of the Software, then that agreement, and not the terms hereof, will govern Customer's Purchase Order(s) and use of the Software.

PLEASE NOTE: BY DOWNLOADING, ACCESSING, INSTALLING, OR USING THE SOFTWARE, OR BY CLICKING A BOX INDICATING CUSTOMER'S ACCEPTANCE OF THIS AGREEMENT, CUSTOMER AGREES THAT THE TERMS OF THIS AGREEMENT WILL GOVERN CUSTOMER'S ACCESS AND USE OF THE SOFTWARE, AND, UNLESS OTHERWISE STATED IN THIS AGREEMENT, NO VARYING TERMS AND CONDITIONS WILL APPLY. CUSTOMER REPRESENTS THAT THE INDIVIDUAL ACCEPTING THIS AGREEMENT ON BEHALF OF CUSTOMER HAS FULL AUTHORITY TO BIND CUSTOMER TO THE PURCHASE ORDER AND THIS AGREEMENT. IF CUSTOMER DOES NOT AGREE TO THIS AGREEMENT, CUSTOMER MAY NOT DOWNLOAD, ACCESS, INSTALL, OR USE THE SOFTWARE.

1. Software License Terms

For the purpose of this Agreement, "**Software**" means: (i) CTERA Portal™, CTERA Edge Filer™, CTERA Drive™, CTERA Insight™, CTERA Data Intelligence™, and/or any other software, firmware, or mobile or phone applications offered by CTERA and subscribed to by Customer, directly or through an Authorized Partner (defined below), including all updates, upgrades, bug fixes, enhancements, and other modifications thereto that CTERA provides at its sole discretion; and (ii) all accompanying user manuals, help guides, and any other documentation provided by CTERA in connection with the Software.

1.1 License to Use Software. Subject to timely payment to CTERA or CTERA's reseller, distributor, online marketplace, or other authorized business partner of CTERA (the "**Authorized Partner**") of the applicable subscription fees, and Customer's compliance with the terms and conditions of this Agreement, CTERA hereby grants Customer, for the duration of the initial subscription term and any renewal term(s) (collectively, the "**Subscription Term**"), a non-exclusive, non-sublicensable, non-transferable license to install and/or access and use the object code version of the Software at the specified level of use subscribed to by Customer (which may include capacity-based terms such as number of users, data volume, or other usage metrics as specified in the applicable Purchase Order), solely for Customer's internal business use, in accordance with the terms set forth in this Agreement and subject to any further restrictions in CTERA documentation,

and for Software embedded or included in hardware, only on such hardware with which it was provided. Notwithstanding the above, to the extent specifically agreed between CTERA and Customer in writing, Customer may use CTERA's portal software for the purpose of providing services to Customer's customers, subject to the terms of this Agreement. Customer agrees that, except for the limited, specific license or access rights granted in this Section 1, Customer receives no license or other rights to the Software.

1.2 Software Delivery Models. CTERA offers Software through different delivery models:

(a) Downloadable Software. CTERA Portal™, CTERA Edge Filer™, CTERA Drive™, CTERA Data Intelligence™, and in some cases also CTERA Insight™ (when specifically agreed upon in a Purchase Order) are made available for download and installation on Customer's systems or devices. For such Software, Customer is responsible for the installation and configuration of the Software, including all updates thereto, on Customer's systems in accordance with CTERA's documentation and directions.

(b) Software-as-a-Service (SaaS). CTERA Insight™ (unless otherwise specifically agreed upon in a Purchase Order) is made available as cloud-based service hosted and maintained by CTERA or its service providers. For such Software, CTERA is responsible for hosting, maintaining and making the Software available for Customer's access and use during the Subscription Term, subject to the terms of this Agreement and as further detailed in Section 1.5 below.

(c) Embedded Software. Certain Software may be embedded in or bundled with hardware devices. For such Software, the license to use the Software is limited to use with the specific hardware device with which the Software was provided.

The applicable delivery model(s) for each Software component will be specified in the applicable Purchase Order or CTERA documentation. Unless otherwise specified, the terms of this Agreement apply to all delivery models.

1.3 Use Restrictions. Customer undertakes not to (and not to allow third parties to) (1) sublicense, lease, rent, loan, resell or otherwise transfer the Software to any third party, (2) decompile, disassemble, decrypt, extract or otherwise reverse engineer or attempt to reconstruct or discover any source code of, or any underlying ideas in, the Software ("**Reverse Engineering**"), (3) modify, enhance, supplement, adapt, or prepare derivative works from the Software, (4) allow others to use the Software and use the Software for the benefit of third parties (provided that CTERA's portal software may be used by Customer for the benefit of Customer's customers if specifically agreed so between CTERA and Customer in writing), (5) develop any other product containing any of the concepts and ideas contained in the Software, (6) remove, obscure, or alter CTERA's or any third party's trademarks or copyright or other proprietary rights notices affixed to or

contained within or accessed in conjunction with or through the Software, (7) publish any results of benchmark tests run on the Software, or (8) make unauthorized copies of the Software, except for a reasonable number of copies of the Software solely for regulatory or backup purposes. To the extent required by applicable law, at Customer's written request, CTERA will provide Customer with such interface information needed to achieve interoperability between the Software and another independently created program, on payment of CTERA's applicable fee, if any.

1.4 Maintenance and Support. Subject to the terms and conditions of this Agreement and the applicable Purchase Order, including Customer's timely payment to CTERA or its Authorized Partner of all applicable subscription fees, during the Subscription Term, CTERA will use commercially reasonable efforts to provide Customer with maintenance and support services in respect of the Software in accordance with CTERA's Support Policy available at [CTERA Support Policy](#) hereby incorporated herein, as amended or updated from time to time ("**Support Policy**"), and the specific level of service purchased by Customer ("**Support Services**"). By accepting this Agreement, Customer hereby agrees to the terms and conditions of the Support Policy.

1.5 CTERA Insight™ Service Specific Terms

In addition to the other provisions of this Agreement, the following terms apply when CTERA Insight is provided to Customer as a Software-as-a-Service (SaaS) offering, as described in Section 1.2(b).

1.5.1 The Insight Data. The data (technical and statistical logs) generated by CTERA Insight ("**Insight Data**") is transmitted to and stored in a CTERA-managed online account hosted by AWS in the United States. Customer may access and retrieve the Insight Data during the applicable Subscription Term for CTERA Insight.

Customer acknowledges and agrees that the Insight Data will be stored and processed in the United States. Customer is responsible for ensuring that the storage and processing of the Insight Data in the United States complies with any data residency obligations to which the data may be subject.

For clarity, when CTERA Insight is licensed to Customer as described in Section 1.2(a) and not accessed as a SaaS offering, it will be installed on Customer's systems. In this setup, the Insight Data will be transmitted by the CTERA Insight software to Customer's on-premises server or private cloud server, as determined by Customer. CTERA will not have access to the Insight Data, and Customer will be entirely responsible for its storage, security, and management.

1.5.2 Customer Obligations and Access. Customer shall access and use the CTERA Insight service in compliance with this Agreement, any user or technical documentation provided or published by CTERA, and all applicable laws and regulations. Customer is responsible for: (i) maintaining the confidentiality and security of its access credentials to CTERA Insight

(including usernames, admin rights, passwords, and other login information); (ii) all activities conducted under its access credentials; and (iii) ensuring that its use of CTERA Insight does not compromise the security of CTERA's or any third party's systems or accounts. Without limiting the foregoing, Customer shall not use the CTERA Insight software to: (a) transmit any content that is unlawful, harmful, threatening, abusive, harassing, defamatory, or otherwise objectionable; (b) engage in any activity that interferes with or disrupts the software or the servers and networks connected to the software; (c) attempt to gain unauthorized access to the software, other accounts, computer systems, or networks; (d) transmit any viruses, malware, or other malicious code; or (e) use the software for any unlawful purpose or in any manner inconsistent with this Agreement.

1.5.3 Information Security. Customer shall implement appropriate security measures for accessing CTERA Insight, refrain from attempting to bypass or circumvent any security measures implemented by CTERA, and promptly report any security incidents or unauthorized access to CTERA. Without limiting Customer's obligations under this Section 1.5.3 and this Agreement, CTERA will implement reasonable and appropriate measures designed to help Customer to secure the Insight Data against accidental or unlawful loss, access, or disclosure. These measures include, but are not limited to, encrypting the Insight Data during transmission to the cloud infrastructure.

1.5.4 Data Protection. CTERA's Data Processing Addendum (DPA) referenced in Section 1.8 below will apply to any personally identifiable information that may be included in the Insight Data. As the data controller, Customer is responsible for ensuring compliance with applicable data protection laws and regulations, including those related to personal data. CTERA, as the data processor, will adhere to the obligations set forth in the DPA.

1.5.5 Suspension and Termination of Access. CTERA reserves the right to suspend or terminate Customer's access to CTERA Insight immediately upon notice if Customer: (a) violates the terms of this Agreement or any applicable law or regulation; or (b) engages in activities that, in CTERA's reasonable determination, threaten the security of or may adversely impact the CTERA Insight service or CTERA's or any third party's systems or accounts.

1.5.6 Effect of Termination. Upon termination or expiration of the Subscription Term for CTERA Insight, Customer's right to access and use the CTERA Insight service will end. CTERA will retain the Insight Data generated before the termination of the applicable Subscription Term for 30 days after termination, allowing Customer to retrieve the Insight Data during this period. After 30 days, CTERA may permanently delete all Insight Data unless otherwise required by law.

1.6 Professional Services. Any consulting, implementation, installation, configuration, data migration, training or other professional services to be performed by CTERA in connection with the Software ("Professional

Services") will be performed pursuant to this Agreement. Customer will pay CTERA for the Professional Services at the rates specified in an SOW or Order (or, if no rate is specified, at CTERA's then current time and materials rates.) Professional Services are performed on a fixed fee, or time and materials basis, as specified in the SOW or Order. On a time and materials engagement, if an estimated total amount is stated in the SOW or Order, that amount is solely a good faith estimate for Customer's budgeting, and CTERA's resource scheduling purposes and is not a guarantee that the Professional Services will be completed for that amount. Customer agrees to pay the Professional Services Fees set forth in the applicable SOW or Order, plus any reasonable expenses incurred in connection with the performance of the Professional Services. CTERA retains all rights, title and interest in any deliverables, developments, or other work products created in connection with the Professional Services.

1.7 Processing of Customer Contact Information. CTERA may collect certain contact information of Customer's employees or other representatives, as may be provided to CTERA by Customer, in order to enable the provision of the Software and the Support Services and for communication between the Parties. All such contact information received or collected by CTERA in connection with the performance of this Agreement will be processed in accordance with CTERA's Privacy Policy, which can be accessed at [CTERA Privacy Policy](#), as amended from time to time. By accepting this Agreement, Customer hereby agrees to the terms and conditions of the CTERA Privacy Policy.

1.8 Data Processing. To the extent CTERA processes any Customer Personal Data (as defined in CTERA's Data Processing Addendum available at [CTERA DPA](#)) in connection with this Agreement, such processing shall be governed by CTERA's Data Processing Addendum ("**DPA**"), which is hereby incorporated by reference and may be amended by CTERA from time to time. By accepting this Agreement, Customer agrees to the terms of the DPA. In the event of any conflict between this Agreement and the DPA with respect to the processing of Customer Personal Data, the DPA shall prevail.

2. Payment; Billing; Authorized Partner

2.1 In consideration for the access and use of the Software during the applicable Subscription Term, Customer will pay CTERA or its Authorized Partner the fees and charges specified in the applicable purchase order submitted by Customer and accepted by CTERA or its Authorized Partner ("**Purchase Order**"). For the avoidance of doubt, any (preprinted) terms of Customer or references thereto on Customer purchase orders or like order documents shall not be applicable. Fees and charges exclude any applicable sales or use taxes (such as GST or VAT), and Customer is solely responsible for all such taxes. Unless otherwise agreed between the parties in writing, all fees and charges are due and payable upfront, before the commencement of the applicable Subscription Term, in accordance with the payment terms agreed between Customer and CTERA or its Authorized Partner. Except as otherwise set forth in this Agreement, subscriptions are

non-cancelable during a Subscription Term, and all fees are non-refundable and not subject to setoff.

2.2 If Customer has ordered the Software through an Authorized Partner, the applicable payment terms between Customer and that Authorized Partner shall apply to the Purchase Order(s), but all other terms of this Agreement, as between Customer and CTERA, shall govern Customer's use of the Software. The Authorized Partner is responsible for the accuracy of any such Purchase Order. Authorized Partners are not authorized to make any promises or commitments on CTERA's behalf, and CTERA is not bound by any obligations to Customer other than what CTERA specifies in this Agreement.

3. Intellectual Property

3.1 Customer acknowledges that CTERA or its third-party licensors own all rights, title, and interests, including all intellectual property rights, in and to the Software, portions thereof, or software or content provided through or in conjunction with the Software. Except for the license granted in accordance with Section 1 of this Agreement, all rights in and to the Software are reserved, no licenses, implied or otherwise, are granted by CTERA. Customer is not authorized to use CTERA's trademarks, service marks, or trade dress, and Customer agrees not to display or use them in any manner.

3.2 Customer hereby agrees that any feedback or ideas that Customer provides CTERA regarding the Software including any suggested improvements thereto ("**Feedback**") will be owned solely and exclusively by CTERA and CTERA may freely use and exploit such Feedback without any obligations or restrictions. To the extent that Customer owns any rights in the Feedback, Customer agrees to assign and hereby does assign to CTERA all rights, title, and interest in and to the Feedback.

3.3 If requested by CTERA, Customer shall certify in writing that Customer is using the Software in compliance with the terms and conditions of this Agreement and the applicable Purchase Order. Customer agrees that no more than once annually its use of the Software may be audited by CTERA or its licensors (or an independent auditor working on such party's behalf) during normal business hours upon reasonable advance written notice for the purpose of verifying Customer's compliance with this Agreement.

4. Open Source

The Software may contain certain free and open-source programs (collectively, the "FOSS"). A list of the FOSS, together with their respective licensing terms and notices, is available on CTERA's website at [CTERA OSL](#) as may be updated from time to time. There may be provisions in the FOSS licenses that prevail over the terms of this Agreement with respect to the applicable FOSS component. The authors, licensors, and distributors of the FOSS have disclaimed all warranties relating to any liability arising from the use and distribution of the FOSS. Certain FOSS licenses require that source code corresponding to the distributed FOSS binaries be made available

under the terms of the same FOSS license upon request. To obtain such source code, please send a request by mail to: Open Source Requests, CTERA Networks Ltd, 25 Eyal St, Petach Tikva, Israel.

5. Acceptable Use and Conduct

Customer shall use the Software in compliance with all applicable laws and regulations, shall not violate or attempt to violate CTERA's system or network security, and shall not misuse the Software in any way. Customer shall be solely responsible for Customer's use of the Software.

6. Term and Termination

6.1 This Agreement shall commence on the Effective Date, and unless terminated earlier in accordance with its terms, will continue until the end of the initial Subscription Term specified in the Purchase Order or any renewal term(s) purchased by Customer.

6.2 CTERA shall have the right to terminate this Agreement at any time due to Customer's breach of this Agreement by providing Customer with a written notice and in such event, Customer shall not be entitled to any refund, compensation, reimbursement, or damages of any kind. In addition, unless otherwise agreed between the parties in writing, CTERA shall have the right to terminate this Agreement at any time and for any reason by providing Customer with thirty (30) days prior written notice, and refund to Customer the pro rata portion of the subscription fees paid to CTERA for the Software for the term following the date of termination.

6.3 Customer shall have the right to terminate this Agreement at any time if CTERA breaches a material term of this Agreement and such breach is not cured within thirty (30) days after receipt by CTERA of written notice thereof from Customer.

6.4 Customer agrees that upon termination or expiration of this Agreement for any reason, Customer will uninstall and cease accessing and using the Software. Customer shall either destroy all copies of the Software and CTERA documentation or return them to CTERA and provide written certification of such destruction or return upon CTERA's request. All provisions of this Agreement that by their nature should survive termination or expiration, including but not limited to indemnification, limitation of liability, disclaimers of liability, dispute resolution, and governing law shall survive any termination or expiration of this Agreement. The license and access rights granted in Section 1.1 ("License to Use Software") shall not survive termination or expiration.

7. Disclaimer of Warranties; Limited Hardware Warranty; Third Party Products and Services

7.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SOFTWARE AND ANY RELATED SERVICES ARE PROVIDED "AS IS." CTERA AND ITS AUTHORIZED PARTNERS DISCLAIM ALL WARRANTIES WITH RESPECT TO THE SOFTWARE, WHETHER EXPRESS, IMPLIED, STATUTORY, OR

OTHERWISE, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CTERA DOES NOT GUARANTEE THAT THE SOFTWARE OR ANY RELATED SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, FREE OF HARMFUL COMPONENTS, OR THAT ANY DATA THAT IS GENERATED BY THE SOFTWARE OR THAT CUSTOMER PROCESSES USING THE SOFTWARE WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. CUSTOMER USES THE SOFTWARE AND ANY RELATED SERVICES AT ITS OWN DISCRETION AND RISK AND IS SOLELY RESPONSIBLE FOR ANY DAMAGE OR DATA LOSS. THIS SECTION ALSO BENEFITS EACH OF CTERA'S AUTHORIZED PARTNERS.

7.2 For any third-party hardware products supplied to Customer by CTERA under this Agreement, directly or through an Authorized Partner ("**Hardware**"), CTERA will provide to Customer the same limited hardware warranty offered to CTERA by the third-party manufacturer of that Hardware, and on the same terms and conditions.

7.3 Third-Party Products and Services. CTERA is not responsible for any third-party products or services that Customer procures directly from the third-party vendor and accesses or uses in connection with the Software. Customer acknowledges that such third-party products or services may be subject to separate terms and conditions between Customer and the applicable third party. This includes, but is not limited to, third-party object storage services or Generative AI models used in connection with the Software. CTERA makes no warranties or representations and accepts no obligations or liability with respect to any such third-party products or services, including their availability, performance, security, or compliance with applicable laws and regulations. Any use or reliance by Customer on any such third-party products or services, including content, materials, services, or information available through such products or services, is at Customer's own risk. Customer shall defend, indemnify and hold CTERA harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or relating to Customer's access to or use of any third-party products or services that Customer procures directly from the third-party vendor.

8. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CTERA AND ITS AUTHORIZED PARTNERS SHALL NOT BE LIABLE FOR: (I) ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, COSTS, OR EXPENSES, INCLUDING BUT NOT LIMITED TO: LOSS OF PROFITS, REVENUE, SAVINGS, USE, OR GOODWILL; (II) DATA LOSS OR CORRUPTION; (III) DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES; (IV) COST OF SUBSTITUTE GOODS/SERVICES; OR (V) UNAUTHORIZED ACCESS, ALTERATION, DELETION, DESTRUCTION, DAMAGE, CORRUPTION, LOSS, OR FAILURE TO BACKUP OR STORE ANY OF CUSTOMER'S CONTENT, IN CONNECTION WITH THE SOFTWARE, HARDWARE, OR ANY RELATED SERVICES, OR ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, REGARDLESS OF THE CAUSE OF ACTION, INCLUDING CONTRACT, TORT, NEGLIGENCE, OR

STRICT LIABILITY, AND EVEN IF THE POSSIBILITY OF SUCH DAMAGES WAS KNOWN OR SHOULD HAVE BEEN REASONABLY FORESEEN. WITHOUT DEROGATING FROM THE ABOVE, IF A COURT NEVERTHELESS FINDS THAT CTERA OR ITS AUTHORIZED PARTNER ARE LIABLE FOR DAMAGES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE AGGREGATE LIABILITY OF CTERA AND ITS AUTHORIZED PARTNERS, ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, UNDER ANY CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION CONTRACT, NEGLIGENCE, OR STRICT LIABILITY, SHALL BE LIMITED TO ACTUAL DIRECT DAMAGES ONLY, WHICH SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID TO CTERA FOR THE APPLICABLE SOFTWARE, RELATED SERVICES, OR HARDWARE DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE INITIAL EVENT GIVING RISE TO THE LIABILITY. THE SOFTWARE AND HARDWARE ARE NOT INTENDED FOR USE IN CONNECTION WITH ANY INHERENTLY DANGEROUS APPLICATIONS. THIS SECTION CONSTITUTES A CONTRACT FOR THE BENEFIT OF EACH OF CTERA'S AUTHORIZED PARTNERS. THIS LIMITATION IS ESSENTIAL TO THE AGREEMENT, AND CTERA WOULD NOT PROVIDE THE SOFTWARE WITHOUT IT.

9. Indemnification by Customer

9.1 Customer shall indemnify, defend and hold CTERA, its affiliates and Authorized Partners, and each of its and their respective employees, officers, directors, and representatives, harmless from and against any and all claims, losses, damages, liabilities, judgments, penalties, fines, costs and expenses (including reasonable attorney fees), arising out of or relating to (i) Customer's use of the Software, (ii) Customer's violation of any term or condition of this Agreement or any applicable additional policies, (iii) Customer's violation of any applicable law in connection with this Agreement, or (iv) Customer's or Customer's employees' or personnel's negligence or willful misconduct.

9.2 CTERA shall promptly notify Customer of any claim subject to indemnification; provided that CTERA's failure to do so shall not affect Customer's obligations hereunder, except to the extent that CTERA's failure to promptly notify Customer materially delays or prejudices Customer's ability to defend the claim. At CTERA's option, Customer will have the right to defend against any such claim with counsel of Customer's own choosing (subject to CTERA's written consent) and to settle such claim as Customer deems appropriate, provided that Customer shall not enter into any settlement without CTERA's prior written consent and provided that CTERA may, at any time, elect to take over control of the defense and settlement of the claim.

10. Indemnification by CTERA

10.1 Indemnification. In certain circumstances and at CTERA's sole discretion and expense, CTERA may elect to defend and indemnify Customer from and against an action brought by a third party against Customer alleging that the Software infringes or misappropriates such third party's patent, copyright, trademark, trade secret, or other intellectual property right of such third party (the "**IP Claim**"). Customer shall: (i) promptly notify CTERA in writing of any IP Claim or allegation, (ii) supply all information requested by CTERA for, and reasonably cooperate in, the investigation or defense of an IP Claim, and (iii) upon CTERA's request, grant CTERA sole control over the defense and settlement, including mitigation efforts, of an IP Claim. If CTERA does not elect to defend and indemnify an IP Claim, Customer will not admit liability or settle the IP Claim without CTERA's written approval.

10.2 Remedy by CTERA. In the event that the Software or portion thereof is held, or in CTERA's reasonable opinion may be held, to constitute an infringement, CTERA, at its option and expense, may either (i) obtain for Customer the right to continue to use such Software as contemplated herein, (ii) modify such Software so that it becomes non-infringing, but without materially altering its functionality, (iii) replace such Software with a functionally equivalent non-infringing Software, or (iv) terminate this Agreement and refund to Customer the pro rata portion of the subscription fees paid to CTERA for that Software for the term following the date of termination.

10.3 Exceptions. The foregoing does not apply to claims to the extent arising from: (i) the combination of a Software with other products not supplied by or on behalf of CTERA where such claim would not have arisen from the use of the Software standing alone, (ii) compliance by CTERA with Customer's specifications, (iii) any modification of the Software not made by or on behalf of CTERA, where such claim would not have arisen but for such modification, or (iv) continuation of an activity by Customer where such claim would not have arisen but for such activity after having received, and had a commercially reasonable time to install, modifications from CTERA that would have completely avoided the activity.

10.4 Entire Liability. THIS SECTION 10 STATES THE ENTIRE LIABILITY OF CTERA AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY PROCEEDINGS OR CLAIMS THAT THE SOFTWARE INFRINGES OR MISAPPROPRIATES A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHT.

11. Miscellaneous Provisions

11.1 The Software may be subject to export control laws and regulations of the State of Israel and/or additional jurisdictions. Customer shall comply with all applicable export and import laws and regulations governing use, export, re-export, and transfer of products, technology, and services and will obtain all necessary authorizations, permits, and licenses. Without limiting the foregoing, Customer represents and warrants that it is not, and it will

not permit access to the Software by any user who is: (i) located in, under the control of, or a national or resident of Cuba, Iran, North Korea, Syria, Russia, Belarus, or the Crimea, Donetsk People's Republic, and Luhansk People's Republic regions of Ukraine (collectively, "Sanctioned Territories"), or any other country subject to relevant sanctions, (ii) designated on any list of targeted persons issued under the economic sanctions of the United Nations, the European Union, the United States, or any other relevant jurisdiction, including but not limited to the U.S. Treasury Department's Specially Designated Nationals List, the U.S. Commerce Department's Denied Persons List, Unverified List, or Entity List, (iii) a government of a Sanctioned Territory or an entity owned or controlled by such a government, or (iv) engaged in any activity prohibited by applicable export control or sanctions laws. Customer should immediately notify CTERA if it becomes aware of any potential violation of this Section. CTERA may immediately terminate this Agreement if Customer violates or CTERA reasonably believes Customer has violated these export control provisions.

11.2 *U.S. Government Rights.* The Software was developed fully at private expense. If Customer is an agency, department, or other entity of the United States Government, or is using the Software on behalf of such an entity, the Software and all associated documentation is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using the Software on behalf of the U.S. Government and the terms of this Agreement fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of the Software.

11.3 This Agreement will be governed by and construed in accordance with the laws of the State of New York, without giving effect to any conflict of laws provisions. The parties hereby expressly reject any application to this Agreement of (a) the United Nations Convention on Contracts for the International Sale of Goods; and (b) the 1974 Convention on the Limitation Period in the International Sale of Goods, as amended by that certain Protocol, done at Vienna on April 11, 1980.

11.4 All disputes arising out of this Agreement will be subject to the exclusive jurisdiction of the competent courts of New York City, New York, and the parties agree and submit to the personal and exclusive jurisdiction and venue of these courts, except that nothing will prohibit CTERA from instituting an action in any court of competent jurisdiction to obtain injunctive relief or protect or enforce its intellectual property rights.

11.5 The failure of CTERA to exercise or enforce any right or provision of this Agreement does not constitute a waiver of such right or provision. If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, the remainder of this Agreement will continue in full force and effect.

11.6 Modifications. CTERA reserves the right to modify this Agreement at any time. CTERA will post the most current version of this Agreement at [EULA](#). Any modifications to this Agreement will automatically apply to renewals of the Subscription Term. By continuing to use or access the Software after renewing the Subscription Term, you agree to be bound by the modified terms. It is your responsibility to check our website regularly for modifications to this Agreement. We last modified this Agreement on the date listed at the beginning of this Agreement.

11.7 This Agreement including its exhibits constitutes the entire agreement between CTERA and Customer with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of this Agreement will be effective only if in writing and signed by CTERA.

11.8 Customer may not assign or transfer any of Customer's rights or obligations under this Agreement to a third party without the prior written consent of CTERA. Any attempted assignment or transfer in violation of the foregoing will be void. CTERA may freely assign this Agreement.

11.9 Force Majeure. Except for payment obligations, neither party shall be liable for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including but not limited to acts of nature, war, terrorism, pandemic, epidemic, riots, civil unrest, government actions, embargoes, power or telecommunications failures, third-party service provider failures, or widespread internet disruption. The affected party shall promptly notify the other party of such force majeure event and its expected duration and shall use commercially reasonable efforts to resume performance as soon as reasonably possible.