Controlup EULA

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This End-User License Agreement ("Agreement") is a binding legal agreement between you ("Licensee") and the applicable ControlUp Entity specified in the Order (as defined below) (the "Licensor", "Company", "ControlUp", "we" or "us") which sets forth the terms and conditions under which the Licensee is entitled to download, install and use the Software that has been developed and is owned by ControlUp. This Agreement also applies to, and governs, the executed ordering document (such as an order form, sales order, proposal, or quote) to which they are attached, hyperlinked, or otherwise incorporated (the "Order").

BY ACCEPTING THE TERMS OF THIS AGREEMENT, (1) THE LICENSEE HEREBY WAIVES, IRREVOCABLY, ANY RIGHTS OR REQUIREMENTS UNDER ANY LAWS OR REGULATIONS IN ANY JURISDICTION WHICH REQUIRE AN ORIGINAL (NON-ELECTRONIC) SIGNATURE OR DELIVERY OR RETENTION OF NON ELECTRONIC RECORDS, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW; AND (2) THE LICENSEE HEREBY AGREES TO THE PROCESSING OF THE PERSONAL DATA IN THE SOFTWARE AS DETAILED IN THE APPLICABLE DOCUMENT, I.E. THE DATA PROCESSING AGREEMENT (available at: https://controlup.com/privacy/dpa) OR PRIVACY POLICY (available at https://www.controlup.com/products/controlup/controlup-privacy-policy), AND IS INCORPORATED AS AN INTEGRAL PART OF THIS AGREEMENT.

1) Definitions

a) ControlUp Entities – refers to:

i) ControlUp, Inc. A Delaware Corporation, having its main place of business at 3141 Stevens Creek Blvd #41038 San Jose, CA 95117 United States

ii) ControlUp Technologies Ltd. an Israeli limited liability company, having its main place of business at Sderot nim 2, Azrieli Rishonim Mall, 4th floor. Rishon LeTsiyon, 7546302, Israel

iii) ControlUp GMBH, a German Corporation having its main place of business at Mazars Rechtsanwaltsgesellschaft mbH, Theodor-Stern-Kai 1, 60596 Frankfurt am Main Germany

iv) ControlUp UK Limited, a British Corporation having its main place of business at 37 Broadhurst Gardens London NW6 3QT United Kingdom

v) ControlUp PTY LTD an Australian Proprietary Limited company having its main place of business at c/o YML Group Tower 1, Westfield Shopping Plaza NSW, NSW 2022, Australia

b) "Licensee" refers to the business entity and/or individual person consenting to, and entering into, this Agreement.

c) "Software" refers to the software, in object code format, provided to the Licensee together with this Agreement, including, without limitation, the Main Console, the Monitor Service, Agents and ControlUp Backend Servers, the Scoutbees monitoring service (collectively, the "Licensed Products"), in addition but not limited to (i) third party`s software incorporated therein; (ii) related explanatory written materials ("Documentation"); and (iii), any patches, updates, modified versions, additions, service packs and upgrades, if any, which may be provided by the Company from time to time.

d) "Licensee Content" refers to any Content and/or Confidential Information submitted or uploaded to, or transmitted through, the Software, or otherwise provided or made available to ControlUp, by or on behalf of Licensee.

e) "ControlUp Content" refers to any Content (excluding Licensee Content) appearing on or in, or otherwise provided or made available via the Software.

f) "Third-Party Content" means Content provided by a third party, that interoperates with the Software, including open source software, but that is not embedded in or required for use of the Software.

g) "License Program" refers to a certain combination, marked and chosen by the Licensee when purchasing a license by executing an Order, including any combination of the following VIR-001-ESSENTIAL, VIR-002-ADVANCED, PE-001-ESSENTIAL, PE-002-ADVANCED, BUND-001-ESSENTIAL, BUND-002-ADVANCED, SDX-001, ELA-001-PLATFORM, VIR-003-ESSENTIAL-CCU, VIR-004-ADVANCED-CCU, VIR-005-ESSENTIAL-ONPREM, VIR-006-ADVANCED-ONPREM.

h) "Support Services" refers to those support services included in the License Program chosen by the Licensee.

i) "Main Console" refers to the IT Management system, known as "ControlUp Real-time DX" or "ControlUp for Desktops" in the edition stipulated in the License Program the Licensee subscribed for, that is installed on the Licensee's Server.

j) "Monitor Service" refers to an IT monitor element known as "ControlUp Monitor" that is installed on one or more of the Licensee's Servers and can run 24/7.

k) "Agent" refers to any piece of software code ControlUp provides the Licensee (deployed from the installation package installed with the Main Console, from ControlUp for Desktops or from ControlUp website, that is installed on all, selected, or none of the Licensee's End Points.

l) "Reporting Portal" refers to a web-based portal and its backend providing access to services such as "ControlUp Insights", "ControlUp Solve", "ControlUp Scoutbees", "ControlUp for Desktops" and "ControlUp Remote DX" offering an operational intelligence solution for monitoring and analysis of enterprise network environments.

m) "ControlUp Backend Servers" refers to software, database scripts and configuration elements providing backend services to the Main Console, the Monitor Service and Reporting Portal.

n) "Our Servers" refers to servers belonging to ControlUp and/or third party providing Hosting service for ControlUp Backend Servers used by ControlUp.

o) "End Point" refers to each hardware or virtualized based station monitored by the Main Console, the Monitor Service and or ControlUp Backend Servers under the terms of this Agreement, including, but not limited to, personal computers, laptops, terminal services, VDI, servers, screens, etc.

p) "Server" refers to a component of hardware enabling the installation of the Licensed Products on its storage device and the operation thereof. ControlUp acknowledges and agrees that Licensee's Servers can be in physical or virtual form as part of Licensee's established private virtual network as may be provided by a third-party provider (i.e. Amazon Web Services).

q) "ControlUp User Account" refers to each issuance of a unique username and password enabling authenticated access to the Main Console and or to the Reporting Portal.

r) "Named User/s" refers to any individual on Licensee's behalf who has been authorized by Licensee to use the Software whether or not assigned with a ControlUp User Account.

s) "Usage Statistics" refers to any non-identifying, anonymized and encrypted information, data, reporting, suggestions, analyses, and/or intelligence relating to the operation, support, and/or Licensee's use of the Software and/or ControlUp Content (such as metadata, aggregated data, analytics, security findings or discoveries, etc.).

2) <u>Grant of License</u>

ControlUp grants the Licensee, upon full compliance of the terms and conditions set forth in this Agreement and any other terms incorporated by reference, a limited, personal, non-exclusive, non transferable, non-sublicensable license during the Term (as defined below) to:

a) Download, install and use a copy of the Software and ControlUp Content on one or more PC's, Servers or mobile devices within the Licensee's IT network;

b) Download, install and use a certain amount of Agents on a certain amount of End Points within the Licensee's organization up to the amount the Licensee subscribed and paid for, as indicated in its License Program. The Agents may be installed by the Licensee solely on End Points and/ or Servers located at the Licensee's principal place of business and may not be transferred outside such premises;

c) Assign certain amount of ControlUp User Accounts up to the amount the Licensee subscribed and paid for, as reflected in the License Program; and

d) Access and use the Software in accordance with this Agreement and any applicable usage rules. For the avoidance of any doubt, it is hereby declared and agreed that the Software and ControlUp Content is merely licensed to the Licensee, but not sold. ControlUp may, but is not obligated to, audit and monitor Licensee's use of the Software and ControlUp Content.

Any Documentation that accompanies the Software is licensed for internal, non-commercial and reference purposes only.

3) <u>Account</u>

In order to access the Software, Licensee must set up a ControlUp User Account. Licensee shall ensure that all information submitted during the registration process is, and will thereafter remain, complete and accurate. As between ControlUp and Licensee, Licensee shall be solely responsible and liable for maintaining the confidentiality and security of its ControlUp User Account credentials, as well

as for all activities that occur under or in such ControlUp User Account. Personal Data (as defined in ControlUp's Privacy Policy available at https://www.controlup.com/privacy-policy/controlup-privacy-policy/ – the "Privacy Policy") collected by ConrolUp in connection with the foregoing, shall be processed in accordance with the then-current Privacy Policy, which is hereby incorporated into this Agreement by reference.

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ControlUp Protected Material

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c) The Licensee hereby declares and agrees to refrain from copying, modifying, adapting, translating or making derivative works based upon the ControlUp Protected Material. The Licensee shall also refrain from reverse engineering, decompiling, disassembling or attempting in any other manner whatsoever to discover the source code of the Software.

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a) The Licensee shall be solely responsible:

i) For selecting qualified users to use the Software, including, without limitation, the Main Console and the Reporting Portal, who are familiar with the information, calculations, and reports that serve as input and output of the End Points, the Main Console and the Reporting Portal.

ii) For any activities occurring during the use of the Software provided to the Licensee, whether such activity is made through one of the Licensee's ControlUp User Accounts, even, without limitation, if such ControlUp User Account is not part of the Licensee's organization, and just provide services to the Licensee.

iii) For using the Software and ControlUp Content for lawful purposes only. Accordingly, the Licensee shall not do anything that encourages conduct which would constitute a criminal offense or which encourages or might encourage "hacking" or "cracking," or which might give rise to a civil liability or otherwise violate any applicable local or international laws or regulations.

iv) For obtaining or providing, at the sole expense of the Licensee, all telephone, internet service and/or leased or dedicated access lines, telephone and computer equipment, including connection equipment and modems and any other hardware or software necessary to enable the operation of the Software. The Licensee declares and warrants that ControlUp shall not be held liable for any network-related problems that can be attributed to the operation of the Software. The Licensee also acknowledges that internet and network configuration changes might affect the Software's performance and accessibility.

b) Note – the use of the Software might require one or more compatible devices, Internet access, and certain software, and obtaining updates or upgrades from time to time. Since the use of the Software involves hardware, software, and Internet access, the Licensee's ability to use the Software might be affected by the performance of these components. The Licensee hereby declares and agrees that the compliance to such system requirements, which may be changed from time to time, shall be its sole responsibility.

c) The Licensee's obligations under this Agreement include compliance with all applicable national and foreign laws, treaties and regulations relating to or arising from the Licensee's use, and its users' use of the Software, including, without limitation, those related to the protection of intellectual property, data privacy, and the transmission of technical or personal data. Furthermore, the Licensee shall notify ControlUp immediately of any unauthorized known or suspected use of any ControlUp User Account and of any other known or suspected breach of security, and shall use reasonable efforts to immediately stop any known or suspected copying or distribution of content.

d) The following restrictions shall also apply to the Licensee's use of the Software:

i) The Licensee shall refrain from accessing the Software and ControlUp Content in order to (a) create a competitive product or service; (b) create a product using similar ideas, features, functions or graphics of the Software; or (c) copy any ideas, features, functions or graphics of the Software.

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privacy rights of a third party; (c) send or store material containing viruses, worms, trojan horses or other harmful computer code, files, scripts, or programs; (d) attempt to gain unauthorized access to the Software or its related systems or networks; (e) violate or cause ControlUp to violate any applicable law in any manner whatsoever; or (f) use the Software for any other purpose than for your reasonable internal business purposes. Furthermore, the Licensee acknowledges that ControlUp assumes no responsibility for monitoring the Licensee's use of the Software for inappropriate content or conduct.

iv) The Licensee shall not transfer any of its rights and obligations under this Agreement.

v) When the License Program includes a Bundle, the number of purchased Named User Licenses shall apply to all Licensed Products under the Bundle, provided that with respect to ControlUp for Desktops, monitoring shall be limited to three (3) End Points per Named User.

vi) When the License Program includes ControlUp Scoutbees, please note that such License Program is limited to up to 20,000 tests per each 24-hour maintenance window.

8) Warranties and Disclaimers

a) ControlUp hereby represents and warrants that:

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ii) notwithstanding that the Software comprises third party software, open source software, freeware or shareware, ControlUp agrees that the terms and conditions of this Agreement shall apply exhaustively between the parties to this Agreement to the delivery of third party software, open source software, freeware or shareware;

iii) the Software and any new versions, releases and updates has been duly tested for bugs and viruses;

iv) ControlUp will discharge its obligations under the Agreement with reasonable skill, care and diligence including Industry practice and in accordance with its own established internal procedures as applicable; and

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b) THE WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SOFTWARE, MAINTENANCE SERVICES OR ANY OTHER ITEMS PROVIDED HEREUNDER. LICENSOR DOES NOT WARRANT THAT THE SOFTWARE OR ANY SUPPORT SERVICES, WILL BE DELIVERED OR PERFORMED ERROR-FREE OR WITHOUT INTERRUPTION.

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c) THE FOREGOING EXCLUSIONS AND LIMITATION SHALL APPLY: (i) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW; (ii) EVEN IF A PARTY HAS BEEN ADVISED, OR SHOULD HAVE BEEN AWARE, OF THE POSSIBILITY OF LOSSES, DAMAGES, OR COSTS; (iii) EVEN IF ANY REMEDY IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE; AND (iv) REGARDLESS OF THE HEORY OR BASIS OF LIABILITY, AND WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY),STRICT LIABILITY, MISREPRESENTATION, RESTITUTION, OR OTHERWISE.

10) Confidentiality and Privacy

a) If Licensee is subject to the General Data Protection Regulation ("GDPR"), the Licensee shall sign ControlUp's Data Processing Agreement ("DPA"), available at: https://controlup.com/privacy/dpa, and return it signed to privacy@controlup.com. Licensee hereby agrees that any processing of information performed by ControlUp on Licensee's behalf shall be subject to the terms and conditions of the DPA. Licensee agrees to defend, indemnify and hold harmless ControlUp and its affiliates, and their respective officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) Licensee's failure to comply with the obligations applicable to Licensee under the GDPR and/or data protection laws or regulations or the DPA; and/or (ii) the

processing of personal data without a DPA, in the event Licensee fails to return to ControlUp the DPA duly signed by Licensee.

b) If Licensee is not subject to the GDPR, then the collection, use and retention of Licensee's information pursuant to this Agreement is according to the privacy policies which are set forth on ControlUp website: https://www.controlup.com/products/controlup/controlup-privacy-policy/ and constitutes an integral part of this Agreement and you declare that you read it before the use of the Software.

c) The licensee is aware that ControlUp's Software includes features which may, in different jurisdictions, trigger certain legal obligations in regards to privacy and data protection. The Licensee undertakes to use ControlUp's Software in complete accordance with all the relevant privacy laws and regulations in the relevant jurisdictions where it acts and resides.

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e) The Licensee's undertakings, as stated in this provision, are irrevocable and shall remain in full force and effect at all times, without limitation. The Licensee shall compensate ControlUp for all damages arising out of or resulting in any way from Licensee's breach of any warranty as provided herein or otherwise provided by law.

f) The Licensee hereby agrees that ControlUp may list the Licensee as a customer and reproduce the Licensee's logo and registered trademark online or in printed materials solely to indicate that the Licensee is or was a licensee or user of the Software, unless and until the Licensee notifies ControlUp in writing of its refusal of such publicity.

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a) ControlUp Indemnification: Licensor shall defend or settle at its expense any action, claim or proceeding, brought against Licensee to the extent based upon a claim that the Software licensed by Licensee infringes any third-party intellectual property right. Licensor's obligation to indemnify Licensee shall be limited to the following: Licensor agrees to pay Licensee reasonable attorneys' fees and expenses, incurred in investigation or defense of such claims, and all damages and liabilities finally awarded against Licensee or paid in settlements and arising out of such third-party claims. Licensee shall give Licensor prompt notice of any such claim made against it, shall provide (at the Licensor's request and expense) such information and assistance in the defense of such claims as reasonably requested by Licensor, and shall grant Licensor sole control of the defense of any such claim, suit or proceeding, including appeals, negotiations and any settlement or compromise thereof. If the Software or part thereof becomes, or in Licensor's opinion may become, subject to any claim of infringement of any duly issued patent or copyright or asserted trade secret right and its use is thereby enjoined, Licensor's sole liability shall be, at Licensor's option, to either: (i) procure for Licensee the right to continue using the Software; (ii) replace or modify the Software, so that it is non-infringing; or (iii) if neither of the foregoing alternatives is reasonably practical, Licensor shall refund a portion of the License Fees paid to Licensor for such Software based on the Software's then-current depreciated value and terminate this Agreement without further liability. Notwithstanding the foregoing, Licensor shall have no liability for Licensee's willful acts or for any settlement or compromise incurred or made by Licensee without Licensor's prior written consent. Licensor shall have no obligation to defend and shall have no liability to the extent an infringement allegation is based upon: (x) use by Licensee of the Software in conjunction or in combination with any device other than as authorized by Licensor, or any use of the Software by Licensee that is in violation of this Agreement, (y) use of the Software by Licensee in a manner or for an application other than for which it was designed, (z) Licensee's modifications to the Software, (xx) Licensor's compliance with Licensee's particular design, instructions or specifications, or (yy) Licensee's failure to use any modifications, including corrections and enhancements, delivered to Licensee by Licensor, if such use would have prevented the infringement. Subsections (x) through (yy) above will be both individually and collectively known as "Other Claims."

b) Licensee Indemnification: Licensee will defend any claim, suit, or proceeding brought against Licensor and will pay any damages or court costs (excluding consequential and exemplary damages) finally awarded against Licensor, or agreed to by Licensee in settlement or compromise, to the extent such claim, suit, or proceeding is based on: (i) an infringement allegation arising from Other Claims; (ii) Licensee's use of the Software in violation of the terms and conditions herein; and (iii) Licensee's violation of any international, federal, provincial, state, or local law, rule or regulation including any such law, rule or regulations which are privacy related. Licensor shall give Licensee prompt notice of any such claim made against it, shall provide (at the Licensee's request and expense) such information and assistance in the defense of such claims as reasonably requested by Licensee, and shall grant Licensee sole control of the defense of any such claim, suit or proceeding, including appeals, negotiations and any settlement or compromise thereof.

c) Each party may be represented in any such indemnification proceeding by counsel of its own choosing at its own expense. The indemnifying party shall not agree to any settlement or compromise that admits fault or imposes liability on the part of the indemnified party without its prior written consent.

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a) The Licensee shall provide ControlUp with complete and accurate billing and contact information. This information includes the Licensee's legal company/organization name (if applicable), street address, telephone number, fax number (if applicable), email address, and name of an authorized billing contact. In the event of a change of any of this information, the Licensee agrees to update the information within 30 days of any change. If the contact information the Licensee provides is false or fraudulent, ControlUp reserves, without derogating from any other rights and remedies entitled to it under applicable law, or this Agreement and any other terms incorporated by reference to this Agreement, to terminate this Agreement.

b) The Licensee shall be solely responsible for the payment of any taxes applicable by any law, resulting from the Licensee's acceptance of this Agreement and/or the Licensee's use of the Software, exclusive of taxes based on ControlUp income. The Licensee agrees to hold ControlUp harmless from any claims and liabilities arising from the Licensee's failure to report or pay such taxes.

c) In case of termination of this Agreement, for any cause whatsoever, the Licensee agrees that ControlUp shall be entitled to charge the Licensee's credit card or any other means of payment provided by the Licensee to ControlUp, with regard to any unpaid fees, or other outstanding payment obligations of the Licensee toward ControlUp, if any.

13) Term, Termination and Effect of Termination

a) This Agreement shall be in effect for the term specified in the Order (the "Initial Term"), following which the Agreement and License rights and obligation set forth herein shall renew for consecutive 1-year periods (each, a "Renewal Term" and collectively with the Initial Term, the "Term"), unless Licensee provides ControlUp with written notice of its intention not to renew no later than 30 days prior to the expiration of the Initial Term or each Renewal Term, as applicable.

b) Either party shall be entitled to terminate this Agreement by a written notice with immediate effect in the following events ("Termination for Cause"):

i) A breach of any of the Licensee's obligations under this Agreement and the breach has not been cured within 7 days from the date the Licensee received a written notice specifying such breach. ii) Current or future governmental regulations prevent the continued delivery of ControlUp's Services to the Licensee under this Agreement.

d) In case of Termination for Cause by Licensee, the Licensee shall be entitled to receive, as a sole remedy, a refund equal to the proportional portion of the fees already paid to ControlUp, which may also be set-off against yet unbilled and/or unpaid fees for the remainder of the Term. For avoidance of doubt, in case of Termination for Cause by ControlUp, the Licensee shall not be entitled to any refund whatsoever.

e) Upon termination of this Agreement, for any cause whatsoever, the following terms shall apply: i) Any rights granted to the Licensee under this Agreement shall terminate automatically and the Licensee shall not be entitled to receive any payment or refund of any fee paid by the Licensee (unless specifically expressed otherwise in this Agreement).

ii) The Licensee shall remove and destroy any copies of the Software installed by it, and/or by anyone on its behalf.

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b) ControlUp may decide, however, from time to time, according to its sole discretion, to provide Support Services to the Licensee, in whole, in part or in any other manner whatsoever. ControlUp shall also be entitled, according to its own discretion, to cease providing such Support Services without notice, unless otherwise agreed upon between the parties in writing, and the Licensee shall not be eligible for any compensation for such cessation.

15) <u>Miscellaneous</u>

a) No Waiver. No delay or omission on the part of ControlUp in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy. A waiver on one occasion shall not be construed as a bar to or a waiver of any right on any future occasion.

b) Governing Law. This Agreement shall be governed, construed, interpreted and enforced according to the laws applicable to the relevant ControlUp Entity in the order form, as follows:

i) Order signed with ControlUp, Inc.: The Agreement shall be governed by the laws of the State of New York without giving effect to its provisions regarding conflict of laws and only the courts in New York County, New York shall have jurisdiction in any conflict or dispute arising out of this Agreement.

ii) Order signed with ControlUp Technologies Ltd.: The Agreement shall be governed by the laws of Israel without giving effect to its provisions regarding conflict of laws and only the courts in Tel Aviv, Israel shall have jurisdiction in any conflict or dispute arising out of this Agreement.

iii) Order signed with ControlUp GMBH: The Agreement shall be governed by the laws of Germany without giving effect to its provisions regarding conflict of laws and only the courts in Frankfurt, Germany shall have jurisdiction in any conflict or dispute arising out of this Agreement.

iv) Order signed with ControlUp UK Limited: The Agreement shall be governed by the laws of England and Wales without giving effect to its provisions regarding conflict of laws and only the courts in London, UK shall have jurisdiction in any conflict or dispute arising out of this Agreement.

v) Order signed with ControlUp PTY LTD The Agreement shall be governed by the laws of state of NSW Australia without giving effect to its provisions regarding conflict of laws and only the courts in Sydney, NSW Australia shall have jurisdiction in any conflict or dispute arising out of this Agreement.

c) Severability. In the event that any provision of this Agreement or any provisions incorporated by reference to this Agreement shall be held by a competent court to be void, invalid, unenforceable or illegal the remaining provisions shall continue in full force and effect.

d) Notices. Any Notice to be given by the Licensee pursuant to this Agreement shall be sent to ControlUp via Registered Mail to the address stipulated in section 1.1 above, or via email to the following email address Support@controlup.com, and shall be deemed to have been received by ControlUp – if sent via Registered Mail – 7 business days after the delivery of such notice, and if sent via email – 2 business days after the Licensee confirms that it has been received by ControlUp. Any Notice to be given to the Licensee shall be made via Registered Mail or email address, according to the addresses the Licensee fills in the registration and shall be deemed to have been received by the Licensee- if sent via Registered Mail – 7 business days after the delivery of such notice, and if sent via email – 2 business days after such notice has been sent.

e) Entire Agreement. This Agreement, including any provisions incorporated by reference, constitutes the entire agreement with respect to the Software and to ControlUp's provision of Services to the Licensee, and shall supersede all prior oral or written communications, understandings and representations with respect to the Software and to ControlUp's provision of services to the Licensee. In the event that the terms of any of ControlUp's policies or terms and conditions conflict with the terms of this Agreement, including any provisions incorporated by reference to this Agreement, the terms of this Agreement including any provisions incorporated by reference to this Agreement shall prevail.

f) Modifications. ControlUp may change, in its sole discretion, the terms of this Agreement, from time to time, by posting a modified copy of the Agreement on ControlUp's website, or by otherwise notifying the Licensee. The changes will be effective and binding as from the date that the notice will be posted; unless a different effective date is specified. Therefore, ControlUp recommends to enter ControlUp's website from time to time to review information concerning such modifications. THE LICENSEE'S CONTINUED USE OF THE SOFTWARE FOLLOWING DELIVERY AND/OR POSTING OF A NOTICE OF MODIFICATION SHALL BE DEEMED AS AN ACCEPTANCE OF SUCH MODIFICATION. IF ANY MODIFICATION SHALL BE UNACCEPTABLE TO THE LICENSEE, THE LICENSEE MUST TERMINATE THIS AGREEMENT IMMEDIATELY, AND NOTIFY CONTROLUP IMMEDIATELY SO THAT A TERMINATION OF THE LICENSEE'S LICENSE SHALL BE PROCESSED, AND SUCH TERMINATION IS THE LICENSEE'S ONLY RECOURSE.

g) Assignment. The Licensee's rights and obligations under this Agreement may not be assigned or transferred in any other way, by operation of law or otherwise without the prior written consent of ControlUp. ControlUp shall have the right to assign ControlUp's rights and obligations under this Agreement without the consent of the Licensee to its affiliates or upon any merger or

acquisition transaction or the sale of all or substantially all of the assets relating to the Software.

Last updated: August 2024