

SaaS Terms of Use

September 1, 2024

THIS TERMS OF USE AGREEMENT (THE "AGREEMENT") IS BETWEEN PROMPT SECURITY, INC. (THE "COMPANY") AND ANY ENTITY OR INDIVIDUAL ACCESSING AND USING THE SERVICE (THE "CUSTOMER") (EACH, A "PARTY" AND COLLECTIVELY, THE "PARTIES"). BY ACCESSING OR USING THE SERVICE, CUSTOMER AGREES TO THESE TERMS. CUSTOMER MAY USE THE SERVICE (AS DEFINED BELOW) SUBJECT TO THE TERMS OUTLINED BELOW.

If Customer has purchased the subscription hereunder from a partner, reseller or distributor authorized by Company ("**Partner**"), to the extent there is any conflict between this Agreement and the agreement entered between Customer and the respective Partner, including any purchase order ("**Partner Order Form**"), then, as between Customer and Company, this Agreement shall prevail. Any rights granted to Customer in such Partner Order Form which are not contained in this Agreement, apply only in connection with such Partner. In that case, Customer must seek redress or realization or enforcement of such rights solely with such Partner and not Company.

1. Definitions.

The following capitalized terms have the meanings set forth below:

1. "**Feature**" means any module, tool, functionality, or feature of the Service.
2. "**Order Form**" means the order form for the Service and any related services. The "Order Form" shall include, Subscription Scope, as well as the commercial terms, agreed between the Parties.
3. "**Subscription Scope**" means any Service user, usage, volume and/or other limitations set forth in the Order Form.
4. "**Initial Subscription Term**" means the Service initial subscription period specified in the Order Form.
5. "**Users**" means an employee of Customer authorized to access and use the Service.

2. Subscription.

1. **Access Right.** Subject to the terms and conditions of this Agreement, Company hereby grants Customer a limited, worldwide, non-exclusive, non-sublicensable, non-transferable and revocable right to remotely access (i.e. on a SaaS basis) the Company's software-as-a-service (the "**Service**") during the Subscription Term (as defined below), solely for Customer's internal purposes and according to the Subscription Scope (collectively, the "**Subscription**"). Unless otherwise indicated, the term "**Subscription**" also

includes any appliance and any manual or documentation provided or made available to Customer in connection with the operation of the Service ("**Documentation**"). Customer may use the Service subject to the use limitations specified in this Agreement and the respective Order Form or Partner Order Form (if purchased via Partner) and applicable laws and regulations. Customer shall be solely responsible for providing all equipment, systems, assets, access, and ancillary goods and services needed to access and use the Service, for ensuring their compatibility with the Service.

2. **Additional Purchases and Additional Usage beyond the Subscription Scope.** Purchases of access to additional Features and/or purchases of additional volume, users and/or usage under the Subscription Scope (collectively, "**Additional Purchases**"), shall be made by mutually signed written addendum to the Order Form or by executing a new order form, in each case according to the pricing agreed between the Parties or if no such pricing was agreed, according to Company's then current pricing Parties. If Additional Purchases take effect during a Subscription Term, the Subscription Fees and the term therefor will be prorated to be coterminous with said Subscription Term. If no Additional Purchases are made but Customer uses the Services in excess of the purchased and paid for Subscription Scope, Customer will be liable for paying for such excess use and Company will separately charge Customer for such additional usage fees.
3. **Account Setup.** In order to access the Service, Customer is required to set up an administrative account with Company, by submitting the information requested in the applicable Service interface ("**Account**"), and each User may need to set up a user account (each, a "**User Account**", and references herein to the "Account" shall be deemed to include all such User Accounts if applicable). Customer warrants that all information submitted during the registration process is, and will thereafter remain, complete and accurate. Customer shall be responsible and liable for all activities that occur under or in the Account. Customer will require that all Users keep user ID and password information strictly confidential and not share such information with any unauthorized person. Customer will shall be fully responsible and liable for any breach of this Agreement by a User and for informing Users of all liabilities and obligations under this Agreement as well as of applicable privacy policies and related matters. Any unauthorized access or use of the Service must be immediately reported to the Company.
4. **Hosting.** The Service is hosted by a third party hosting services provider selected by Company (currently AWS) ("**Hosting Provider**"), and accordingly the availability of the Service shall be in accordance with the Hosting Provider's then-current uptime commitments

3. Support Services and Professional Services.

1. Company shall provide support and maintenance services in accordance with Company's then current Service Level Agreement ("**SLA**"). The support and maintenance services may be performed by Company and/or Company's certified third party providers. Company shall be responsible for such service providers' performance of the support and maintenance services. The term Subscription shall include the services provided under the SLA.
2. In the event Customer wishes to receive any additional services from Company which are not included in the SLA, such as installation, deployment, configuration, customization, integration, training, or other professional services ("**Professional Services**") Customer shall request same from Company in writing, and, subject to Company's agreement in its sole discretion, such Professional Services shall be set out in sequential Statements of Work to this Agreement, as shall be negotiated and executed by both Parties (each, a "**SOW**"). Professional Services shall be charged in accordance with the fees and payment terms specified within the applicable SOW. Each SOW is hereby deemed incorporated into this Agreement by reference. To the extent of any conflict between the main body of this Agreement and a respective SOW, the former shall prevail, unless and to the extent that the SOW expressly states otherwise.

4. Subscription Fees.

1. Customer shall pay Company the Subscription fees specified in the Order Form (the "**Subscription Fees**").
2. **Other Fees.** Customer shall pay Company whatever other fees or charges are specified in the Order Form and any fees for any use beyond the Subscription Scope ("**Other Fees**"), (and together with the Subscription Fees, the "**Fees**").
3. **General.** Unless expressly stated otherwise in the Order Form: (a) all Fees are stated, and are to be paid, in U.S. Dollars; (b) all payments under this Agreement are non-refundable, and are without any right of set-off or cancellation; (c) all Fees are payable, and shall be invoiced, in advance, and shall be paid within thirty (30) days of receipt of invoice; and (d) any amount not paid when due will accrue interest on a daily basis until paid in full, at the lesser of the rate of one and a half percent (1.5%) per month and the highest amount permitted by applicable law.
4. **Suspension.** Company reserves the right to temporarily suspend provision of Service: (a) if Customer is seven (7) days or more overdue on a payment; (c) if Company deems such suspension necessary as a result of Customer's breach under Section 5 (Subscription Restrictions); (c) if Company reasonably determines suspension is necessary to avoid material harm to Company or its other customers, including if the Service's cloud infrastructure is experiencing denial of service attacks or other attacks or disruptions outside

of Company's control, or (d) as required by law or at the request of governmental entities.

5. **Taxes.** Amounts payable under this Agreement are exclusive of all applicable sales, use, consumption, VAT, GST, and other taxes, duties or governmental charges, except for taxes based upon Company's net income. In the event that Customer is required by any law applicable to it to withhold or deduct taxes for any payment under this Agreement, then the amounts due to Company shall be increased by the amount necessary so that Company receives and retains, free from liability for any deduction or withholding, an amount equal to the amount it would have received had Customer not made any such withholding or deduction. If a purchase order (or purchase order number) is required by Customer in order for an invoice to be paid, then Customer shall promptly provide such purchase order (or number) to Company. Any terms or conditions (whether printed, hyperlinked, or otherwise) in a purchase order or related correspondence, which purport to modify or supplement this Agreement (or the corresponding Order Form), shall be void and of no effect.
6. **Annual Price Adjustment.** Notwithstanding the Subscription Fees specified in the Order Form, Company reserves the right to increase the annual price for the Subscription by up to fifteen percent (15%) at the beginning of each renewal term, regardless of any additional payments for extra endpoints added during the year. This increase is applied independently of, and in addition to, any adjustments due to changes in the number of endpoints, as the original deal price is calculated based on the current amount of endpoints at the time of agreement. Company shall provide Customer with at least sixty (60) days' written notice prior to any such price increase.
7. If Customer purchased the Subscription via a Partner, the Subscription is subject to the full payment of the applicable fees as set forth in the Partner Order Form between Customer and the respective Partner. All payments shall be made directly to Partner, as agreed between Customer and Partner. If Customer is entitled to a refund under the terms and conditions of this Agreement, then, unless Company specifies otherwise, Company will refund any applicable fees to the Partner, and the Partner alone will be responsible for refunding the appropriate amounts to Customer.

5. Subscription Restrictions.

As a condition to the Subscription, and except as expressly permitted otherwise under this Agreement, Customer shall not do (or permit or encourage to be done) any of the following subscription restrictions (in whole or in part): (a) copy, "frame" or "mirror" the Service; (b) sell, assign, transfer, lease, rent, sublicense, or otherwise distribute or make available the Service to any third party (such as offering it as part of a time-sharing, outsourcing or service bureau environment); (c) publicly

perform, display or communicate the Service; (d) modify, alter, adapt, arrange, or translate the Service; (e) decompile, disassemble, decrypt, reverse engineer, extract, or otherwise attempt to discover the source code or non-literal aspects (such as the underlying structure, sequence, organization, file formats, non-public APIs, ideas, or algorithms) of, the Service; (f) remove, alter, or conceal any proprietary rights notices displayed on or in the Service; (g) circumvent, disable or otherwise interfere with security-related or technical features or protocols of the Service; (h) make a derivative work of the Service, or use it to develop any service or product that is the same as (or substantially similar to) or competes with it; (i) store or transmit any robot, malware, Trojan horse, spyware, or similar malicious item intended (or that has the potential) to damage or disrupt the Service; or (j) take any action that imposes or may impose (as determined in Company's reasonable discretion) an unreasonable or disproportionately large load on the servers, network, bandwidth, or other cloud infrastructure which operate or support the Service, or otherwise systematically abuse or disrupt the integrity of such servers, network, bandwidth, or infrastructure.

6. Personal Data.

To the extent that Customer needs a data processing agreement, Customer shall request Company to provide it with Company's Data Processing Agreement ("DPA") and shall return such DPA signed to Company as described therein.

7. Mutual Warranties

Each Party represents and warrants that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; and that the execution and performance of this Agreement will not conflict with other agreements to which it is bound or violate applicable law.

8. Intellectual Property Rights.

1. **Service.** As between the Parties, Company is, and shall be, the sole and exclusive owner of all intellectual property rights in and to: (a) the Service and all related software and intellectual property; and (b) any and all improvements, derivative works, and/or modifications of/to the foregoing, regardless of inventorship or authorship. Customer shall make, and hereby irrevocably makes, all assignments necessary or reasonably requested by Company to ensure and/or provide Company the ownership rights set forth in this paragraph. Company shall be entitled, from time to time, to modify and replace the Features (but not material functionalities, unless it improves the material functionality) and user interface of the Service. Nothing herein constitutes a waiver of Company's intellectual property rights under any law.
2. **Feedback.** If Company receives any feedback (which may consist of questions, comments, suggestions or the like) regarding any of the Services (collectively, "**Feedback**"), all rights, including intellectual property rights in such Feedback shall belong exclusively to Company and such shall be

considered Company's Confidential Information. Customer hereby irrevocably and unconditionally transfers and assigns to Company all intellectual property rights it has in such Feedback and waives any and all moral rights that Customer may have in respect thereto. It is further understood that use of Feedback, if any, may be made by Company at its sole discretion, and that Company in no way shall be obliged to make use of the Feedback.

3. **Customer Data.** While using the Services, certain data, such as personal data or other data, will be made available and/or accessible to Company or the Service (the "**Customer Data**"). Customer hereby grants Company and its affiliates a worldwide, non-exclusive, non-assignable (except as provided herein), non-sublicensable (except to Company's subcontractors, if applicable), non-transferable right and license, to access and use the Customer Data, including without limitation for Company's provision of the Services and related services hereunder. As the exclusive owner of the Customer Data, Customer represents, warrants and covenants that to the extent the Customer Data includes any personally identifiable information, Customer has received and/or obtained any and all required consents or permits and has acted in compliance with any and all applicable privacy laws, including, without limitation privacy laws, as to allow us to receive, transfer and use the Customer Data solely in order to perform the Service. Company may however be required to disclose the Customer Data: (a) to satisfy any applicable law, regulation, legal process, subpoena or governmental request; or (b) to collect, store, transfer, and/or process the Customer Data through Company's affiliates, subsidiaries, third party service providers and vendors as reasonably necessary to provide the Service.

9. Third Party Components.

1. **Third parties.** The Service may use or include third party components, such as Descope, or other components which may also include open source software, files, libraries or components that may be distributed to Customer as part of the Service and are subject to third party licenses or open source license terms. A list of such components is available upon request and may be updated from time to time by Company. If there is a conflict between any third party license and the terms of this Agreement, then the third party license terms shall prevail but solely in connection with the related third party software. Company makes no warranty or indemnity hereunder with respect to any third party software.
2. **Analytics.** The Company may collect data and analytics related to the activities and interactions of the Customer and its Users with the Service such as Pendo.io. This may include usage patterns, preferences, metadata, and aggregated or analytics information ("**Analytics Information**"). Analytics Information derived from the use of the Service, which is not personally

identifiable, is considered non-personal and may be used for providing the Service, its further development, improvement, and for statistical purposes. Such Analytics Information will include intelligence relating to the operation and support of the Service and is the exclusive property of the Company. Additionally, the Company may use this information to enhance user engagement with the Service through guidelines and walkthroughs, as well as to develop new features, functionalities, and products.

3. **Log Retention.** As part of the Services, Company may generate logs, including but not limited to, system logs, usage logs, error logs, and logs documenting Customer's Users' interaction with the Services and the Analytics Information ("**Logs**"). The Logs will be retained by Company unless Customer specifically requested the Company to cease the retention of Logs. Notwithstanding the above, the Company may retain certain Logs as required by applicable laws or regulations, for compliance purposes, or as necessary for the protection of its legitimate interests.

10. Privacy.

We will use any personal information that we may collect or obtain in connection with the Services, the Analytics Feature and the Logs, in accordance with our privacy policy which is available at <https://www.prompt.security/policies/privacy-policy>.

11. Confidentiality.

Each Party may have access to certain non-public information and materials of the other Party, in any form or media, including without limitation trade secrets and other information related to the products, software, technology, data, know-how, or business of the other Party, and any other information that a reasonable person should have reason to believe is proprietary, confidential, or competitively sensitive (the "**Confidential Information**"). Each Party shall take reasonable measures, at least as protective as those taken to protect its own confidential information, but in no event less than reasonable care, to protect the other Party's Confidential Information from disclosure to a third party. The receiving party's obligations under this Section 11, with respect to any Confidential Information of the disclosing party, shall not apply to and/or shall terminate if such information: (a) was already lawfully known to the receiving party at the time of disclosure by the disclosing party; (b) was disclosed to the receiving party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the receiving party has become, generally available to the public; or (d) was independently developed by the receiving party without access to, use of, or reliance on, the disclosing party's Confidential Information. Neither Party shall use or disclose the Confidential Information of the other Party except for performance of its obligations under this Agreement ("**Permitted Use**"). The receiving party shall only permit access to the disclosing party's Confidential Information to its respective employees, consultants, affiliates, agents and subcontractors having a need to

know such information in connection with the Permitted Use, who either (i) have signed a non-disclosure agreement with the receiving party containing terms at least as restrictive as those contained herein or (ii) are otherwise bound by a duty of confidentiality to the receiving party at least as restrictive as the terms set forth herein; in any event, the receiving party shall remain liable for any acts or omissions of such persons. The receiving party will be allowed to disclose Confidential Information to the extent that such disclosure is required by law or by the order of a court or similar judicial or administrative body, provided that it promptly notifies the disclosing Party in writing of such required disclosure to enable disclosing party to seek a protective order or otherwise prevent or restrict such disclosure and cooperates reasonably with disclosing party in connection therewith. All right, title and interest in and to Confidential Information is and shall remain the sole and exclusive property of the disclosing Party.

12. DISCLAIMER OF WARRANTIES.

Company represents and warrants that, under normal authorized use, the Service shall substantially perform in conformance with its Documentation. As Customer's sole and exclusive remedy and Company's sole liability for breach of this warranty, Company shall use commercially reasonable efforts to repair the Service. The warranty set forth herein shall not apply if the failure of the Service results from or is otherwise attributable to: (i) repair, maintenance or modification of the Service by persons other than Company or its authorized contractors; (ii) accident, negligence, abuse or misuse of the Service; (iii) use of the Service other than in accordance with the Documentation; or (iv) the combination of the Service with equipment or software not authorized or provided by Company. OTHER THAN AS EXPLICITLY STATED IN THIS AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND THE RESULTS THEREOF ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY DOES NOT WARRANT THAT: (i) THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, OR (ii) THE SERVICE WILL OPERATE ERROR-FREE. EXCEPT AS SET FORTH IN SECTION 7 AND THIS SECTION 12, THE COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, SATISFACTORY QUALITY TITLE, NON- INFRINGEMENT, NON-INTERFERENCE, FITNESS FOR A PARTICULAR PURPOSE. COMPANY WILL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR FOR ISSUES RELATED TO PUBLIC NETWORKS OR CUSTOMER'S HOSTING SERVICES. COMPANY SHALL NOT BE RESPONSIBLE FOR ANY WARRANTIES AND REPRESENTATIONS MADE BY ANY PARTNER TO CUSTOMER.

13. FEATURE RESPONSIBILITY.

Company's Services and Features use certain AI features as part of the Services and/or Features, including, generative AI (collectively, "**AI Features**"). Customer understands and acknowledges that Company provides AI Features on an "AS-IS"

and “AS-AVAILABLE” basis, without warranties of any kind, and that Company makes no representation or warranty regarding the accuracy, reliability, usefulness, integrity, lawfulness, title or infringement, functionality or intellectual property rights of, or relating to, the text, data, output, or suitability of AI Features for Customer’s particular needs (including, without limitation, to rely on any recommendations and/or tips). Customer assumes all risks associated with the use of the AI Features within the Services. Customer acknowledges and agrees that artificial intelligence and machine learning are rapidly evolving fields, and that, given the probabilistic nature of artificial intelligence and machine learning, use of the Service and the Features may in some situations result in wrong or incorrect outputs, recommendations, markers, instructions and/or risk notifications. Customer is solely responsible and liable for evaluating and verifying (including without limitation by human review) the outputs of the Features and/or the Services as being suitable and appropriate for Customer’s use and decision making. The Company recommends that Customer carefully reviews, and vet the Features and/or outputs of the Features or Services before use or other implementation. In addition, Customer shall not engage in any automatic decision-making (including, without limitation, profiling), or rely upon a Feature or any of its outputs or recommendations in isolation to make a decision, including relating to any person or entity, which has a legal effect or a similarly significant effect on that person or entity. In addition, the Service utilizes OpenAI services, as a language-generation model and when using the Service Customer is subject to the OpenAI terms of use (found here: <https://openai.com/policies/business-terms>) and other AI vendor terms of use, if applicable. Customer may not use the Features or Services to create or share text or information in a manner that violates any OpenAI or other AI vendor policies if applicable, including, without limitation, their [Usage Policy](#) and [Sharing and Publication Policy](#). Customer acknowledges that any text or output may not be unique and that OpenAI may generate the same or similar text or output to a third party. COMPANY DOES NOT OFFER ANY WARRANTY OR MAKE ANY REPRESENTATIONS THE AI FEATURES AND THEIR RESULTS, OR THAT THE AI-GENERATED RESULTS ARE COMPLETE OR ERROR-FREE. THE AI-GENERATED RESULTS DO NOT CONSTITUTE PROFESSIONAL ADVICE AND CUSTOMER UNDERSTANDS THAT CUSTOMER MUST DETERMINE FOR ITSELF ANY PROFESSIONAL RESULTS OR FINDINGS. CUSTOMER’S USE OF AND RELIANCE UPON THE SERVICES, THE FEATURES, AI FEATURES, THE SERVICE OUTPUTS, AI-GENERATED RESULTS, IS ENTIRELY AT CUSTOMER’S SOLE DISCRETION AND RISK, AND NEITHER COMPANY, NOR ITS AFFILIATES SHALL HAVE ANY LIABILITY WHATSOEVER TO CUSTOMER OR ANY THIRD PARTY IN CONNECTION WITH ANY OF THE FOREGOING. THE MAXIMUM EXTENT PERMITTED BY LAW, CUSTOMER SHALL RELEASE THE COMPANY FROM ANY LIABILITY IN RELATION TO THE FOREGOING.

14. LIMITATION OF LIABILITY.

(I) NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, REPUTATION, PROFITS, DATA, OR DATA USE, OR THE COST OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES; (II) COMPANY'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID OR PAYABLE TO COMPANY BY CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT OTHER THAN WITH REGARDS TO COMPANY'S INDEMNIFICATION OBLIGATION UNDER SECTION 15 AND EXCEPT FOR ANY DAMAGES RESULTING FROM ANY BREACH OF EITHER PARTY'S CONFIDENTIALITY OBLIGATIONS HEREIN, WILLFUL MISCONDUCT, WHICH SHALL BE CAPPED AT THREE (3) TIMES THE TOTAL AMOUNTS ACTUALLY PAID OR PAYABLE TO COMPANY BY CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. FOR CLARITY, THE LIMITATIONS IN THIS SECTION DO NOT APPLY TO PAYMENTS DUE TO COMPANY UNDER THIS AGREEMENT (INCLUDING ITS EXHIBITS).

15. Indemnification.

1. Company agrees to defend, at its expense, any third party action or suit brought against Customer alleging that the Services, when used as permitted under this Agreement, infringes intellectual property rights of a third party ("**IP Infringement Claim**"); and Company will pay any damages awarded by final court ruling against Customer that are attributable to any such IP Infringement Claim, provided that (i) Customer promptly notifies Company in writing of such claim; and (ii) Customer grants Company the sole authority to handle the defense or settlement of any such claim and provides Company with all reasonable information and assistance in connection therewith, at Company's expense. Company will not be bound by any settlement that Customer enters into without Company's prior written consent.
2. If the Service becomes, or in Company's opinion is likely to become, the subject of an IP Infringement Claim, then Company may, at its sole discretion: (a) procure for Customer the right to continue using the Service; (b) replace or modify the Service to avoid the IP Infringement Claim; or (c) if options (a) and (b) cannot be accomplished despite Company's reasonable efforts, then Company may terminate this Agreement and the affected Order Form(s) upon written notice to Customer, and Customer shall be entitled to receive a pro-rated refund of any prepaid unused Subscription Fees under such Order Form(s) after such date of termination.
3. Notwithstanding the foregoing, Company shall have no responsibility for IP Infringement Claims resulting from or based on: (i) Company's compliance

with Customer's instructions or specification; or (ii) combination or use of the Services with equipment, devices or software not supplied by Company.

4. This Section 15 states Company's entire liability, and Customer's exclusive remedy, for any IP Infringement Claim.

16. Term and Termination.

1. **Term.** This Agreement commences on the Effective Date and, unless terminated in accordance herewith, shall continue in full force and effect until for the duration of the Initial Subscription Term detailed in the Order Form (the "**Initial Subscription Term**"). Following such Initial Subscription Term, the Order Form shall automatically renew for successive Subscription Terms of equal length (each, a "**Renewal Subscription Term**", and together with the Initial Subscription Term, the "**Subscription Term**"), unless either Party notifies the other Party in writing of its intent not to renew the Order Form, not less than sixty (60) days prior to the expiration of the then-current Subscription Term.
2. **Termination for Breach.** Each Party may terminate this Agreement immediately upon written notice to the other Party if the other Party commits a material breach under this Agreement and, if curable, fails to cure that breach within sixty (60) days after receipt of written notice specifying the material breach (except that for payment defaults, such cure period will be seven (7) days).
3. **Termination for Bankruptcy.** Each Party may terminate this Agreement upon written notice to the other Party upon the occurrence of any of the following events in respect of such other Party: (a) a receiver is appointed for the other Party or its property, which appointment is not dismissed within sixty (60) days; (b) the other Party makes a general assignment for the benefit of its creditors; (c) the other Party commences, or has commenced against it, proceedings under any bankruptcy, insolvency or debtor's relief Law, which proceedings are not dismissed within sixty (60) days; or (d) the other Party is liquidating, dissolving or ceasing normal business operations.
4. **Effect of Termination; Survival.** Upon termination of this Agreement for any reason: (a) the Subscription shall automatically terminate, (b) Customer shall cease all access and use of the Services thereunder, and (c) Customer shall (as directed) permanently erase and/or return all Confidential Information of Company in Customer's possession or control. Following termination, all outstanding Fees and other charges that accrued as of termination, which become immediately due and payable, and if necessary Company shall issue a final invoice therefor. The provisions of this Agreement that, by their nature and content, must survive the termination of this Agreement in order to achieve the fundamental purposes of this Agreement (including limitation of

liability) shall so survive. Termination shall not affect any rights and obligations accrued as of the effective date of termination.

17. Miscellaneous.

This Agreement, including the DPA (if applicable), and any exhibits attached or referred hereto, represents the entire agreement between the Parties concerning the subject matter hereof, replaces all prior and contemporaneous oral or written understandings and statements, and may be amended only by a written agreement executed by both Parties. Any terms and conditions printed, or linked to, within any Customer's purchase order which are in addition to and/or inconsistent with the terms and conditions of this Agreement, shall be of no effect. The failure of either Party to enforce any rights granted hereunder or to take action against the other Party in the event of any breach shall not be deemed a waiver by that Party as to subsequent enforcement or actions in the event of future breaches. Any waiver granted hereunder must be in writing. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and such provision shall be reformed only to the extent necessary to make it enforceable. Any use of the Service by an agency, department, or other entity of the United States government shall be governed solely by the terms of this Agreement. Company may use the trademarks, service marks, trade names, service names, logos or other brand designations of Customer in any promotional material or other public announcement or disclosure to state that Customer is a customer of Company. Except as stated otherwise herein, this Agreement is for the sole benefit of the Parties hereto and nothing herein, express or implied, shall give, or be construed to give, any rights hereunder to any other person. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, this Agreement may be assigned by either Party in connection with a merger, consolidation, sale of all of the equity interests of such Party, or a sale of all or substantially all of the assets of the Party to which this Agreement relates. Without derogating from and subject to the above mentioned, this Agreement will bind and benefit each Party and its respective successors and assigns. This Agreement shall be governed by and construed under the laws of the State of , without reference to principles and laws relating to the conflict of laws. The competent courts of the city of shall have the exclusive jurisdiction with respect to any dispute and action arising under or in relation to this Agreement. Notwithstanding the foregoing, each Party may seek equitable relief in any court of competent jurisdiction in order to protect its proprietary rights. Each Party irrevocably waives its right to trial of any issue by jury. This Agreement does not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the

Parties. Neither Party has any authority to enter into agreements of any kind on behalf of the other Party. Company will not be liable for any delay or failure to provide the Services resulting from circumstances or causes beyond the reasonable control of Company including, but not limited to on account of strikes, shortages, riots, insurrection, fires, flood, storms, explosions, acts of God, war, government or quasi-governmental authorities actions, riot, acts of terrorism, earthquakes, explosions, power outages, pandemic or epidemic (or similar regional health crisis), or any other cause that is beyond the reasonable control of Company. Notices to either Party shall be deemed given (a) four (4) business days after being mailed by airmail, postage prepaid, (b) the same business day, if dispatched by facsimile or electronic mail before 13:00 hour (Israel time) and sender receives acknowledgment of receipt, or (c) the next business day, if dispatched by facsimile or electronic mail after the hour 13:00 (Israel time) and sender receives acknowledgment of receipt. This Agreement may be executed in electronic counterparts, each of which counterpart, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same agreement.

This Agreement is effective and does not require physical signatures, as it is binding upon access to or use of the Service.