

Zenity Subscription Terms and Conditions

By clicking the “accept” or “ok” button and/or by using the Product (as defined below) you expressly acknowledge and agree that you, on behalf of yourself or your organization (the “Customer” or “you”), are entering into a legal agreement with Zenity Inc., a company incorporated under the laws of Delaware having its principal place of business at 1209 Orange street, Wilmington, Delaware 19801 (“Company” or “Zenity”) (each, a “Party” and collectively, the “Parties”), and have understood and agree to comply with, and be legally bound by, these Subscription Terms and Conditions (“Agreement”). You hereby waive any applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law. If you do not agree to be bound by this Agreement, please do not use the Product.

1. **Subscription.** 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 and license to use (as the case may be) Zenity’s governance and security platform (the “Product”) during the Term (as defined below), solely for Customer’s internal purposes. Unless otherwise indicated, the term “Product” also includes any manual or documentation (“Documentation”) provided or made available to Customer in connection with the operation of the Product. Customer may only use the Product in accordance with the Documentation, any order form executed between the Parties (“Order Form”) 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 Product, for ensuring their compatibility with the Product.
2. **Services.** Company shall provide the support and maintenance services as set forth in the Service Level Agreement (“SLA”) attached at Exhibit A to this Agreement at its sole discretion (the Product and any services provided shall be referred to as the “Services”).
3. **Account.** The Product may be accessed solely by Customer’s employees or service providers who are explicitly authorized by Customer to access and use the Product (each, a “User”). Customer shall immediately report any unauthorized access or use of the Product to Company. In order to access the Product, Customer and/or its Users may be required to set up an administrative account with Company (“Account”). Customer warrants and represents 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 of its Users and all activities that occur under or in its Account.
4. **Fees.** Access to the Product is conditional on Customer’s payment in full of the applicable fees as set forth on the Order Form (“Fees”). Unless otherwise specified in the Order Form: (i) Customer will pay all amounts due under this Agreement in U.S. Dollars; (ii) all amounts invoiced hereunder are due and payable within thirty (30) days of the date of the invoice; and (iii) all fees and other amounts paid hereunder are non-refundable. Any amount not paid when required to be paid hereunder shall accrue interest on a daily basis until paid in full at the lesser of: (a) the rate of one and a half percent (1.5%) per month; or (b) the highest amount permitted by

applicable law. All amounts payable under this Agreement are exclusive of all sales, use, value-added, withholding, and other direct or indirect taxes, charges, levies, duties and/or governmental charges, except for taxes based upon Company' net income.

5. **Usage Requirements.** Customer represents and warrants that it will use the Product only: (a) in a lawful manner and in compliance with all applicable laws; (b) in accordance with this Agreement and any Documentation; and (c) in a manner that does not infringe, misappropriate or otherwise violate any of our rights or those of any other person or entity or any third party terms of use.
6. **Prohibited Uses.** Except as specifically permitted herein, without the prior written consent of Company, Customer must not, and shall not allow any User or any third party to, directly or indirectly: (i) copy, modify, create derivative works of, make available or distribute, publicly perform, or display any part of the Product (including by incorporation into its products), or use the Product to develop any service or product that is the same as (or substantially similar to) it; (ii) sell, license, lease, assign, transfer, pledge, rent, sublicense, or share Customer's rights under this Agreement with any third party (including but not limited to offering the Product as part of a time-sharing, outsourcing or service bureau environment); (iii) use any "open source" or "copyleft software" in a manner that would require Company to disclose the source code of the Product to any third party; (iv) disclose the results of any testing or benchmarking of the Product to any third party; (v) disassemble, decompile, decrypt, reverse engineer, extract, or otherwise attempt to discover the Product's source code or non-literal aspects (such as the underlying structure, sequence, organization, file formats, non-public APIs, ideas, or algorithms); (vi) remove or alter any trademarks or other proprietary right notices displayed on or in the Product; (vii) circumvent, disable or otherwise interfere with security-related features of the Product or features that enforce use limitations; (viii) export, make available or use the Product in any manner prohibited by applicable laws; and/or (ix) store or transmit any malicious code (i.e., software viruses, Trojan horses, worms, robots, malware, spyware or other computer instructions, devices, or techniques that erase data or programming, infect, disrupt, damage, disable, or shut down a computer system or any component of such computer system) or other unlawful material in connection with the Product.

7. **Intellectual Property Rights.**

- a. The Product is not for sale and is Company's sole property. All right, title, and interest, including any intellectual property rights evidenced by or embodied in, attached, connected, and/or related to the Product (and any and all improvements, modifications and derivative works thereof) and any other products, deliverables or services provided by Company, are and shall remain owned solely by Company or its licensors. This Agreement does not convey to Customer any interest in or to the Product other than a limited right to use the Product in accordance herewith. Nothing herein constitutes a waiver of Company's intellectual property rights under any law.
- b. It is understood that Customer may provide Company with suggestions and/or comments with respect to the Product (collectively, "Feedback"). Customer represents that it is free to do so and that it shall not knowingly provide Feedback that infringes upon third parties' intellectual property rights. Customer further acknowledges that 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.

8. **Interaction Information.** During the Term, Zenity may collect, record and save information about Users' use and interaction with the Product, for the purposes of improving Zenity's services in relation to your use of the Product, or for development and/or statistical purposes ("Interaction Information"). Notwithstanding anything to the contrary, Zenity may save, store and retain Interaction Information for internal purposes, provided that such Interaction Information is aggregated and anonymized ("Anonymized Aggregated Information"). Zenity shall not be required to destroy any Anonymized Aggregated Information at the expiry or termination of this Agreement. Customer represents and warrants that it has obtained the necessary consents from each User to allow Zenity to collect record and save the Interaction Information and to retain the Anonymized Aggregated Information in accordance with this Section.
9. **Publicity.** Customer agrees: (i) that Company shall be entitled to refer to Customer as a user of its Product in its marketing materials, including, without limitation in its website and in press releases and for the purposes of disclosure to potential investors; (ii) to coordinate with Company in building a success story and testimonials; and (iii) Company may use Customer's logo/s and trademark/s.
10. **Third Party Components.** The Product may use or include third party open source software, files, libraries or components that may be distributed to Customer and are subject to third party open source license terms.
11. **Privacy.** Customer hereby warrants, represents and, to the extent relevant, covenants, that it has and will (i) provide(d) all appropriate notices, (ii) obtain(ed) all required informed consents and/or (will) have any and all ongoing legal bases, and (iii) complied/comply at all times with any and all applicable privacy and data protection laws and regulations, for allowing Company to use and process the data for the provision of the Product and the performance of this Agreement.
12. **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, 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.

13. DISCLAIMER OF WARRANTIES. The Product is provided on an “as is” and “as available” basis, and without warranties of any kind either express or implied. Customer assumes all responsibility for the selection of the Product to achieve its intended results. ZENITY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ZENITY DOES NOT WARRANT THAT THE PRODUCT AND/OR ANY OF ITS SERVICES WILL BE UNINTERRUPTED, ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. ZENITY DOES NOT OFFER A WARRANTY OR MAKE ANY REPRESENTATION REGARDING ANY CONTENT, INFORMATION, OR RESULTS THAT YOU OBTAIN THROUGH THE PRODUCT OR ANY OF ZENITY’S SERVICES. CUSTOMER’S USE OF AND RELIANCE UPON THE PRODUCT CONTENT AND CUSTOMER’S DATA IS ENTIRELY AT CUSTOMER’S SOLE DISCRETION AND RISK, AND ZENITY SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER TO CUSTOMER IN CONNECTION WITH ANY OF THE FOREGOING. CUSTOMER AGREES THAT ZENITY WILL NOT BE HELD RESPONSIBLE FOR ANY CONSEQUENCES THAT MAY RESULT FROM TECHNICAL PROBLEMS INCLUDING WITHOUT LIMITATION IN CONNECTION WITH THE INTERNET (SUCH AS SLOW CONNECTIONS, TRAFFIC CONGESTION OR OVERLOAD OF OUR OR OTHER SERVERS) OR ANY TELECOMMUNICATIONS OR INTERNET PROVIDERS. Applicable law may not allow the exclusion of certain warranties, so to that extent such exclusions may not apply.

14. Limitation of Liability and Indemnification.

- a. 14.1. TO THE FULLEST EXTENT PERMISSIBLE BY LAW: (A) ZENITY SHALL NOT BE LIABLE FOR ANY INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOST PROFITS OR REVENUE) ARISING OUT OF OR RELATING TO THIS AGREEMENT AND/OR IN CONNECTION WITH THE PRODUCT AND/OR SERVICES, EVEN IF ZENITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF ZENITY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND/OR IN CONNECTION WITH THE PRODUCT AND/OR SERVICES EXCEED THE TOTAL AMOUNT OF SUBSCRIPTION FEES PAID BY CUSTOMER FOR THE SERVICE DURING THE SIX (6) MONTHS PRIOR TO BRINGING THE CLAIM.

- b. 14.2. Customer agrees to defend, indemnify and hold harmless Zenity and its affiliates and respective officers, directors, agents, consultants and employees from any third party claims, damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising from Customer's and/or Users' breach of this Agreement.

15. Term and Termination.

- a. 15.1. This Agreement shall become effective on the date an Order Form is executed and shall continue until all Order Forms have expired ("Term").. IF CUSTOMER CONTINUES TO USE THE PRODUCT PAST ANY SUBSCRIPTION PERIOD RENEWAL DATE, CUSTOMER SHALL BE DEEMED TO HAVE RENEWED THIS AGREEMENT FOR THE CORRESPONDING RENEWAL TERM.
- b. 15.2. Either Party may terminate this Agreement with immediate effect upon written notice if (a) the other Party materially breaches this Agreement and such breach remains uncured fifteen (15) days after having received written notice thereof; or (b) a receiver is appointed for the other Party, if the other Party makes a general assignment for the benefit of its creditors, or if the other Party commences proceedings under any bankruptcy or insolvency law. Notwithstanding anything to the contrary, Zenity may stop to provide the Product to Customer at any time, including without limitation in the event that Customer breaches this Agreement.
- c. 15.3. Upon termination or expiration of this Agreement: (i) the Product license granted to Customer under this Agreement shall expire, and Customer shall discontinue any further use thereof; and (ii) Customer shall immediately delete and dispose of all copies of the Documentation in Customer's or any of its representatives' possession or control. The provisions of this Agreement (including its exhibits) that, by their nature and content, must survive the termination of this Agreement in order to achieve the fundamental purposes of this Agreement shall so survive, including but not limited to this Section 15.3 Sections 5 (Usage Requirements), 6 (Prohibited Uses), 7 (Intellectual Property Rights), 8 (Interaction Information), 9 (Publicity), 11 (Privacy), 12 (Confidentiality), 13 (Disclaimer of Warranties), 14 (Limitation of Liability and Indemnification) and 17 (Miscellaneous). The termination of this Agreement shall not limit Company from pursuing any other remedies available to it under applicable law.

16. **Free Trial Period.** Zenity may offer a free, no-obligations trial period of the Product ("Trial Period"). The Trial Period, if any, shall commence on the date that Customer commences access or use of, as applicable, the Product and will conclude at the end of the trial period communicated by the Company, or sooner if: (i) Customer upgrades its Account by beginning to pay the applicable Fees for the Product, or (ii) Customer's use of the Product is terminated in accordance with these Terms. You acknowledge and agree that these Terms are applicable and binding upon you during the Trial Period and that Zenity: (a) does not make any commitments in connection with the Service during the Trial Period; and (b) may send you, subject to your opting out, communications and other notices about the Service to your email address. We reserve the right to modify, cancel and/or limit this Trial Period offer at any time.

17. **Miscellaneous.** This Agreement, and Order Form and any exhibits attached or referred hereto, represents the entire agreement between the Parties concerning the subject matter hereof, replaces and supersedes all prior and contemporaneous oral or written

understandings and statements, and may be amended only by a written agreement executed by both Parties. 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. 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 Zenity 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 abovementioned, 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 Israel, without reference to principles and laws relating to the conflict of laws. The competent courts of the city of Tel Aviv 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. 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. Company will not be liable for any delay or failure to provide the Product resulting from circumstances or causes beyond the reasonable control of Company.

EXHIBIT A

SERVICE LEVEL AGREEMENT

1. Uptime

Zenity will use commercially reasonable efforts to make the Product available to Customer at the Uptime Commitment.

“Uptime Commitment” means a Monthly Uptime Percentage of at least 99.9%.

“Monthly Uptime Percentage” means a percentage of the availability of the Product during a Measured Period, calculated by dividing the number of minutes (at least 10 consecutive minutes each or longer) in which the Product is Unavailable, by the total number of minutes in the Measured Period. Measurement of Monthly Uptime Percentage excludes Unavailability resulting directly or indirectly from any Unavailability Exclusions.

“Measured Period” means the total number of minutes in a calendar month.

“Unavailable/Unavailability” refers to a period of time during which Users cannot login or access the Product, for a consecutive period of ten minutes or more.

“Unavailability Exclusions” means any cases of Unavailability resulting from any of the following: (a) Scheduled Unavailability; (b) factors outside of Zenity’s reasonable control, including without limitation any Event of Force Majeure or limitation or slowdown of Internet access; (c) Customer’s (or third party) equipment, software, or other technology; and/or (d) Zenity’s suspension or termination of Customer’s right to access the Product.

“Scheduled Unavailability” means any Unavailability (a) of which Customer is notified at least forty-eight (48) hours in advance; and/or (b) during a standard maintenance window, as published by Zenity from time to time. In either of the foregoing two situations, Zenity will use commercially reasonable efforts to ensure that the Scheduled Unavailability falls between the hours of Friday 19:00 PM and Monday 07:00 AM US Eastern time.

2. Technical Support

During Zenity’s working hours (“Business Hours”), Zenity’s helpdesk personnel shall receive Customer support requests in connection with Errors (each, a “Support Request”). “Error” means any verifiable and reproducible failure of the Product to materially perform the functions described in the Product’s documentation. Once Zenity has determined that the Support Request is covered by a valid support contract, Zenity will:

- (a) respond to such Support Request based on the Severity Levels (as determined by Zenity) set out in the table below; and
- (b) use commercially reasonable efforts to get to Problem Resolution or to provide a workaround for the Error.

“Problem Resolution” means the use of commercially reasonable efforts to resolve the reported Error. These efforts may include (but are not limited to): configuration changes, patches that fix an issue, and redeploying the Product.

Support Request Submission

All Support Requests shall be submitted to Zenity via Zendesk through our web application.

Zenity may update the way in which it provides support as determined by Zenity from time to time.

In order to be addressed by Zenity, Errors must be verifiable and reproducible. Furthermore, in order for Zenity to address a Support Request, Customer must provide Zenity with all information, documentation, assistance and access as Zenity might reasonably require, including, without limitation:

- setup information,
- application knowledge,
- listing of any output,
- detailed steps required to enable Zenity to replicate the Error,
- exact wording of Error messages, and
- any other data that Zenity may reasonably request in order to reproduce operating conditions similar to those present when the Error occurred.

Each Error for which a Support Request is received by Zenity, shall be classified by Zenity and assigned a level of severity (“Severity Level”), in accordance with the following criteria:

Severity Level	Criteria	Response Time (measured after Zenity’s receipt of Support Request)
Severity 1 Critical	A complete failure or inability to access the Product for an extended period of time (more than two (2) consecutive hours) during Business Hours	6 hours
Severity 2 Major	A complete failure or inability to access or use the Product for a brief period of time (fewer than 24 hours) during Business Hours, or the failure of one or more key features of the Product for an extended period of time (more than 24 hours) during Business Hours	8 hours
Severity 3 Minor	A partial, temporary or intermittent failure of one or more features of the Product lasting for fewer than 30 consecutive minutes during Business Hours	12 hours
Severity 4 Low	A Error that is cosmetic in nature (e.g., UI) or that can be readily circumvented through use of alternate functionality in the Product.	48 hours

3. Exclusions

The technical support described above shall exclude Errors resulting from:

- (a) any modifications of the Product that have not been approved by Zenity in advance and in writing;
- (b) Customer's written instructions to Zenity, or installation or set up adjustments made solely by Customer;
- (c) Customer's use of the Product in violation of the Agreement or of any applicable laws;
- (d) any fault in any Customer (or third party) equipment, programs, or other goods or services used in conjunction with the Product; and/or
- (e) Customer's negligence or willful misconduct.

4. Customer Responsibilities

Furthermore:

- (a) Customer agrees to receive from Zenity communications via e-mail, telephone, and other reasonable formats;
- (b) Customer's technical support contact shall cooperate with Zenity at all times during the provision of Support Services;
- (c) Customer shall report to Zenity all material problems with the Product and shall implement any reasonable corrective procedures provided by Zenity reasonably promptly after receipt; and
- (d) Upon Zenity's request, Customer shall provide Zenity remote access to Customer's Account. Zenity may be required to add itself to Customer's account in order to perform any investigation.