

SCHEDULE A

Clover Security SaaS Agreement

This SaaS Agreement, including the exhibits attached or referred hereto (collectively the "**Agreement**"), constitute binding terms by and between **Clover Security Inc.** (the "**Company**") and the entity executing the corresponding Order Form (the "**Customer**") (each, a "**Party**" and collectively, the "**Parties**"). By signing the applicable Order Form (as defined below), Customer acknowledges these terms and represents that it has fully read and understood, and agrees to be bound by this Agreement (the date of such occurrence being the "**Effective Date**").

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, realization or enforcement of such rights solely with such Partner and not Company.

1. **Subscription.**

1.1 **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) and/or use the Company proprietary software as-a-service solution (the "**Service**") during the Subscription Term (as defined below), solely for Customer's internal purposes. Unless otherwise indicated, the term "**Subscription**" also includes any appliance and any manual or documentation ("**Documentation**") provided or made available to Customer in connection with the operation of the Service. Customer may only use the Service in accordance with the Documentation, 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. For purposes hereof, an "**Order Form**" shall mean a written or electronic order form, to which this Agreement is attached or incorporated, which includes the relevant usage and volume parameters, as well as the commercial terms, agreed between the Parties, and which is executed by the Parties.

1.2 **Additional Purchases.** Purchases of access to additional features of the Service and/or purchases of additional volume of Subscription to the Service (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 the pricing pre-agreed in the Order Form, if any). 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.

1.3 **Account Setup.** The Service may be accessed solely by Customer's employees who are explicitly authorized by

Customer to access and use the Service (each, a "**User**"). Customer shall immediately report any unauthorized access or use of the Service to Company. In order to access the Service, Customer and/or its Users may be required to set up an administrative account with Company ("**Account**"). Customer will ensure that the Users comply with the terms of this Agreement at all times; and shall be fully responsible and liable for any breach of this Agreement by a User. Customer shall be further responsible and liable for all activities of its Permitted Users and all activities that occur under or in its Account. Customer will require that all Users keep their user ID and password information strictly confidential. Unauthorized access or use of the Service must be immediately reported to the Company.

1.4 **Support Services.** Company shall provide support and maintenance services in accordance with the standard service levels provided to its general customers. The support and maintenance services may be performed by Company, a Partner 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 also include the support and maintenance services.

2. **Subscription Fees.**

2.1 **Subscription Fees.** Customer shall pay Company the Subscription fees specified in the Order Form (the "**Subscription Fees**").

2.2 **Other Fees.** Customer shall pay Company any other fees or charges specified in the Order Form ("**Other Fees**", and together with the Subscription Fees, the "**Fees**").

2.3 **General.** 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. 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. Following the Initial Subscription Term and/or any Renewal Subscription Term (as such capitalized terms are defined below), Company reserves the right to change its subscription fees prior to the respective Renewal Subscription Term, and Customer shall be informed of such changes via email prior to such changes

2.4 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.

3. **Subscription Restrictions.** As a condition to the Subscription, and except as specifically permitted otherwise herein, 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, publically perform, or display any part of the Service (including by incorporation into its products), or use the Service 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 Service 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 Service to any third party; (iv) disclose the results of any testing or benchmarking of the Service to any third party; (v) disassemble, decompile, decrypt, reverse engineer, extract, or otherwise attempt to discover the Service'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 Service ; (vii) circumvent, disable or otherwise interfere with security-related features of the Service or features that enforce use

limitations; (viii) export, make available or use the Service 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 Service.

4. **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.

5. **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.

6. **Intellectual Property Rights.**

6.1 **Service.** As between the Parties, Company is, and shall be, the sole and exclusive owner of all intellectual property rights in and to (i) the Service and all related software and intellectual property; and (b) and 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. Nothing herein constitutes a waiver of Company's intellectual property rights under any law.

6.2 **Feedback.** If Company receives any feedback (which may consist of questions, comments, suggestions or the like) regarding the Service (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.

6.3 **Analytic Information.** Any anonymous information, which is derived from the use of the Service (*i.e.*, metadata, aggregated and/or analytics information and/or intelligence relating to the operation, support, and/or Customer's use, of the Service) which is not personally identifiable information ("**Analytics Information**") may be used by Company for providing the Service, for development, and/or for statistical purposes. Such

Analytics Information is Company's exclusive property.

6.4 **Customer Data.** As between the Parties, Customer is, and shall be, the sole and exclusive owner of all data and information made available and/or accessible to Company by or on behalf of the Customer while using the Service ("**Customer Data**"). Customer hereby grants Company and its affiliates a worldwide, non-exclusive, non-assignable (except as provided herein), perpetual, 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 Service. 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 reasonable necessary to provide the Service.

7. **Third Party Components.** The Service 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, which can be provided upon request. If there is a conflict between any open source license and the terms of this Agreement, then the open source license terms shall prevail but solely in connection with the related third party open source software. Company makes no warranty or indemnity hereunder with respect to any third party open source software.

8. **Confidentiality.** Each Party may have access to certain non-public information 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 8, 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.

9. **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 SERVICE AND THE RESULTS THEREOF ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY DOES NOT WARRANT THAT: (i) THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, OR (ii) THE SERVICE WILL OPERATE ERROR-FREE. EXCEPT AS SET FORTH IN THIS SECTION 9, 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.

10. **LIMITATION OF LIABILITY.** WITHOUT DEROGATING FROM COMPANY'S INDEMNIFICATION OBLIGATION UNDER SECTION 11 AND EXCEPT FOR ANY DAMAGES RESULTING FROM ANY BREACH OF EITHER PARTY'S CONFIDENTIALITY OBLIGATIONS HEREIN, WILLFUL MISCONDUCT, AND/OR CUSTOMER'S MISAPPROPRIATION OR OTHERWISE VIOLATION OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS (INCLUDING VIOLATION OF THE SUBSCRIPTION RESTRICTIONS BY CUSTOMER): (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; AND (II) EITHER PARTY'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. FOR CLARITY, THE LIMITATIONS IN THIS SECTION 10 DO NOT APPLY TO PAYMENTS DUE TO COMPANY UNDER THIS AGREEMENT.

11. **Indemnification.**

11.1 Company agrees to defend, at its expense, any third party action or suit brought against Customer alleging that the Service, 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 court 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.

11.2 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 the affected Order Form, and Customer shall be entitled to receive a pro-rata refund of pre-paid Subscription Fees under such Order

Form based on the remaining unused period of the corresponding Subscription Term.

11.3 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 Service with equipment, devices or software not supplied by Company.

11.4 This Section 11 states Company's entire liability, and Customer's exclusive remedy, for any IP Infringement Claim.

12. **Suspension, Term and Termination.**

12.1 Suspension. If Company reasonably believes that Customer is using the Service in a manner that may cause harm to Company or any third party then Company may, without derogating from Company's right to terminate this Agreement for any breach hereof, suspend Customer's access to and use of the Service until such time as Company believes the threat of harm, or actual harm, has passed.

12.2 Term. This Agreement shall enter into force and effect on the Effective Date and, unless earlier terminated as set forth herein, shall remain in full force and effect for the initial subscription period set forth in the Order Form or the Partner Order Form (as the case may be) (the "**Initial Subscription Term**"). In case Customer purchased the subscription directly from the Company, following such Initial Subscription Term, the Order Form shall be automatically renewed at the then-applicable subscription fees 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, no less than sixty (60) days prior to the expiration of the then-current Subscription Term.

12.3 Termination for Breach. Either Party may terminate this Agreement with immediate effect if the other Party materially breaches this Agreement and such breach remains uncured sixty (60) days after having received written notice thereof (except that for payment defaults, such cure period will be seven (7) days).

12.4 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.

12.5 Effect of Termination; Survival. Upon termination or expiration of this Agreement: (i) the Subscription shall automatically terminate, and Customer shall discontinue any further use and access thereof; and (ii) 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.

13. Customer Reference. Customer agrees that Company may use Customer's name and logo to identify Customer as a customer of Company or user of the Service, on Company's web site, marketing materials or otherwise.

14. Miscellaneous. This Agreement, including the exhibits attached or referred hereto and a duly executed Order Form signed by the Company, 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. In the event of any inconsistencies between this Agreement and the terms of any duly executed Order Form signed by the Company, the terms of the Order Form shall prevail. 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. 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 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 New-York, without reference to principles and laws relating to the conflict of laws. The competent courts in the City of New-York, NY, shall have the exclusive jurisdiction over 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 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 hereunder 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 (New-York 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 (New-York 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.

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