OCEAN SECURITY MASTER SERVICE AGREEMENT

This Master Service Agreement ("Agreement") by and between Ocean Security Inc. ("**Ocean**"), and the customer stated in the Order Form (as defined in Section 1) ("**Customer**") is effective as of the date Ocean accepts the Order Form. Ocean and Customer may each be referred to separately as, a "**Party**," or together as, the "**Parties**."

1. DEFINITIONS

The definitions of certain capitalized terms used in this Agreement are set forth below.

"**Affiliate**" means an entity that directly or indirectly controls, is controlled by, or is under common control with a Party; where "**control**" means the ownership of greater than fifty percent (51%) of (i) the voting power to elect directors of the company, or (ii) the ownership interests in the company.

"**Customer Data**" means information, including Personal Data (as defined in the DPA), processed by Ocean via the Service and while providing Support.

"**Documentation**" means the printed or online materials Ocean makes generally available that specify the Service's functionality and capabilities, and all modifications, updates, and upgrades thereto.

"**Order Form**" means an ordering document to purchase a Subscription to the Service, setting forth details regarding the Subscription, including start and end dates for the Subscription Term, agreed Service quantities, and pricing.

"**Partner**" means a third-party authorized by Ocean to resell a Subscription to the Service to Customer.

"**Service**" means Ocean's proprietary, software-as-a-service products, including the Documentation and all software applications, databases, modules, source code, development tools, libraries and utilities that Ocean uses, creates, and/or maintains in order to provide the Service to Customer, including the modifications, updates, upgrades, and enhancements thereto that Ocean makes generally available on a periodic basis.

"**Service Level Agreement**" means the Service Level Agreement attached hereto as Exhibit A. "**Subscription**" has the meaning given to it in Section 2.1.

"**Subscription Term**" means the length of the Subscription set forth on the applicable Order Form. "**Support**" means the technical support services set forth in Exhibit B.

"**Threat Intelligence Data**" means any malicious communications processed through the Service (including, for example, malicious, suspicious, false/positive communications) and information collected, generated, derived, and/or analyzed by the Service from such communications, including message content and related data (such as headers, sender and recipient information, subject lines, URLs, attachments, and other metadata), in each case for the purpose of operating, securing, maintaining, supporting, and improving the Service's detection and classification capabilities.

"**Users**" means individuals or entities that are authorized by Customer to use the Service under its account and on its behalf.

2. ACCESS TO AND USE OF SERVICE

2.1 Right to Access and Use the Service. Subject to the terms of this Agreement, Ocean grants Customer a royalty-free, nonexclusive, nontransferable, worldwide right and license during each Subscription Term to access and use the Service described in the applicable Order Form for the quantity and for the duration identified in the Order Form ("**Subscription**"). Any Customer Affiliate may use the Service purchased by Customer under this Agreement.

Customer shall be responsible for its Users' and Customer Affiliates' use of the Service.

2.2 Restrictions. Customer will not (and will use commercially reasonable efforts not to allow any third party to): (i) access or use the Service for any competitive purposes (e.g., benchmarking); (ii) conduct penetration testing on the Service; (iii) market, sublicense, resell, lease, loan, transfer, or otherwise commercially exploit or make the Service available to any third party, except to a third party that manages Customer's computing environment; (iv) modify, create derivative works of, decompile, reverse engineer, attempt to gain access to the source code of, or copy the Service, or any of their components; (v) circumvent or disable any security or access controls of the Service, or attempt to gain unauthorized access to the Service or related systems; (vi) introduce malware or other harmful code into the Service; or (vii) use the Service in violation of applicable law (collectively, "**Prohibited Use**").

2.3 Credentials and Account Security. Customer is responsible for maintaining the confidentiality of all credentials and access keys used to access the Service and for all activities that occur under its account. Customer will promptly notify Ocean of any actual or suspected unauthorized access to or use of the Service and will reasonably cooperate with Ocean to remediate such issue.

3. OCEAN'S OBLIGATIONS

3.1 General. Ocean will provide the Service in accordance with this Agreement, the Order Form(s), and applicable Documentation. Ocean will host the Service on its cloud-based infrastructure.

3.2 Availability. Ocean will make the Service available in accordance with the terms of the Service Level Agreement in Exhibit A, which sets forth Customer's exclusive remedies for any interruptions in the availability of the Service.

3.3 Support. If Customer experiences any errors, bugs, or other issues in its use of the Service, then Ocean will provide Support in accordance with Exhibit B. The fee for Support is included in the fee Customer pays for the Subscription.

4. TERM AND TERMINATION

4.1 Term. The term of this Agreement will commence on the Effective Date and will continue for so long as there are active Subscriptions, unless otherwise terminated as permitted by this Agreement (the "**Term**").

4.2 Termination for Cause. Either Party may terminate this Agreement or any active Subscription for cause (i) upon 30 days written notice to the other Party of a material breach if such breach remains uncured at the expiration of the 30-day period, or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

4.3 Effect of Termination. If Customer terminates this Agreement or any active Subscription as permitted by Section 4.2 or Section 9.2, or if Ocean terminates this Agreement or any active Subscription Term as permitted by Section 10, then Ocean will provide a pro rata refund of any prepaid fees allocable to the remaining Subscription Term(s).

4.4 Survival. The following provisions will survive any termination of this Agreement: Sections 4; 5; 6; 8; 10; 11; and 12.

5. FEES AND PAYMENT

5.1 Fees. Customer will pay the fees for the Subscription set forth on the applicable Order Form. Following execution of the Order Form, Ocean will submit an invoice to Customer for the Subscription, and payment will be due 30 days from the date of an undisputed invoice unless otherwise set forth on the Order Form ("**Due Date**"). Except as otherwise set out in this Agreement and any applicable Order Form(s), all fees are non-refundable and non-cancellable. If Customer purchases the Service from a Partner, then all payment terms will be agreed separately between Customer and such Partner.

5.2 Taxes. The fees payable under this Agreement are exclusive of any sales taxes (unless included on the invoice), or similar governmental sales tax type assessments, excluding any income or franchise taxes on Ocean (collectively, "**Taxes**") with respect to the Service provided to Customer. Unless Customer provides Ocean with a valid exemption certificate, Customer is solely responsible for paying all Taxes associated with or arising from this Agreement and shall indemnify and/or reimburse Ocean for all Taxes paid or payable by, demanded from, or assessed upon Ocean.

6. CONFIDENTIALITY

6.1 Confidential Information. Except as explicitly excluded below, any information of a confidential or proprietary nature provided by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**") constitutes the Disclosing Party's confidential and proprietary information ("**Confidential Information**"). Ocean's Confidential Information includes the Service and any information conveyed to Customer in connection with Support. Customer's Confidential Information includes Customer Data. Confidential Information does not include information which is (i) already known by the Receiving Party without an obligation of confidentiality other than pursuant to this Agreement; (ii) publicly known or becomes publicly known through no unauthorized act of the Receiving Party; (iii) rightfully received from a third party without a confidentiality obligation to the Disclosing Party; or (iv) independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.

6.2 Confidentiality Obligations. Each Party will use the other Party's Confidential Information only as necessary to perform its obligations under this Agreement, will not disclose the Confidential Information to any third party, and will protect the confidentiality of the Disclosing Party's Confidential Information with the same standard of care as the Receiving Party uses or would use to protect its own Confidential Information, but in no event will the Receiving Party use less than a reasonable standard of care. Notwithstanding the foregoing, the Receiving Party may share the other Party's Confidential Information with those of its employees, Affiliates, agents, subcontractors, and representatives who have a need to know such information and who are bound by confidentiality obligations at least as restrictive as those contained herein (each, a "**Representative**"). Each Party shall be responsible for any breach of confidentiality by any of its Representatives.

6.3 Additional Exclusions. A Receiving Party will not violate its confidentiality obligations if it discloses the Disclosing Party's Confidential Information if required by applicable laws, including by court subpoena or similar instrument so long as the Receiving Party provides the Disclosing Party with written notice of the required disclosure so as to allow the Disclosing Party to contest or seek to limit the disclosure or obtain a protective order, unless such notice is prohibited by law. If no protective order or other remedy is obtained, the Receiving Party will disclose only that portion of the Confidential Information that is legally required, and agrees to exercise reasonable efforts to ensure that confidential treatment will be accorded to such Confidential Information.

7. DATA PROTECTION

7.1 Customer Data. Customer grants Ocean a license during each Subscription Term to use and process Customer Data to provide, maintain, secure, and support the Service to improve the Service's detection classification capabilities, including by generating and using Threat Intelligence Data. Customer is solely responsible for (i) determining the lawfulness of its collection, use, and disclosure of Customer Data in connection with the Service, (ii) providing any required privacy notices and other disclosures, and (iii) obtaining and maintaining all required consents, approvals, and authorizations from data subjects and other applicable parties.

7.2 Security. Ocean maintains industry-standard physical, technical, and administrative safeguards in order to protect Customer Data.

7.3 Data Processing Addendum. Ocean will process Customer Data in accordance with and each Party will comply with the "**Data Processing Addendum**" (or "**DPA**") located at: trust.ocean.security.

8. PROPRIETARY RIGHTS

8.1 Ocean Property. Ocean owns and retains all right, title, and interest in and to the Service, Threat Intelligence Data, and any feedback or suggestions Customer provides to Ocean with respect to the Service. Except for the limited license granted to Customer in Section 2.1, Ocean does not by means of this Agreement or otherwise transfer any rights in the Service to Customer, and Customer will take no action inconsistent with Ocean's intellectual property rights in the Service.

8.2 Customer Property. Customer owns and retains all right, title, and interest in and to the Customer Data and does not by means of this Agreement or otherwise transfer any rights in the Customer Data to Ocean, except for the limited license set forth in Section 7.1.

9. REPRESENTATIONS AND WARRANTIES

9.1 Mutual Representations and Warranties. Each Party represents and warrants it has validly entered into this Agreement and has the legal power to do so.

9.2 Limited Warranty. Ocean warrants that the Service will conform in all material respects with the Documentation. Ocean shall, as Customer's sole and exclusive remedy for a breach of this warranty, repair or replace the Service to conform in all material respects to the Documentation, and if Ocean is unable to restore such conformance within 30 days after the date of written notice of such breach, Customer may terminate the license to the affected Service upon written notice, and Ocean shall promptly provide a pro-rata refund of the fees for the terminated Service. The Service uses automated detection methods that may produce false positives and false negatives. Ocean does not guarantee that the Service will detect or prevent all malicious, fraudulent, or unwanted communications, or that any message, sender, domain, URL, attachment, or other content is safe, authentic, compliant, or non-infringing.

9.3 Disclaimer. With the exception of the limited warranties set forth in this Section 9, the Service is provided "as is" to the fullest extent permitted by law. Ocean and its licensors expressly disclaim all other warranties, express or implied, including warranties of performance, merchantability, fitness for any particular purposes, and non-infringement. Ocean does not warrant that the Service (i) is error-free, (ii) will perform uninterrupted, or (iii) will meet Customer's requirements, including that the Service will detect or prevent all malicious, fraudulent, or unwanted communications, or that it will identify the source, authenticity, or legality of any message. Ocean does not guarantee that the Service will detect or prevent all malicious, fraudulent, or unwanted communications, or that any message, sender, domain, URL, attachment, or other content is safe, authentic, compliant, or non-infringing.

9.4 Customer Obligations. Customer is solely responsible for its compliance with all applicable laws in connection with its and its Users' use of the Service, including providing any required notices and obtaining and maintaining all necessary consents, authorizations, and permissions related to Customer Data, and for meeting any obligations it may have to its employees, contractors, end users, or other third parties. Customer is solely responsible for its configuration, deployment, monitoring, and use of the Service and for taking appropriate remediation actions, and Customer should not rely on the Service as the sole means of protecting its systems, users, or data. Customer remains responsible for the security of its own networks, systems, email environment, and accounts, including maintaining appropriate administrative, technical, and physical safeguards, access controls, and backups.

10. INDEMNIFICATION

Ocean will indemnify, defend, and hold harmless Customer, its affiliates, and their respective owners, directors, officers, and employees (collectively, "**Customer Indemnitees**") from and against any claim,

action, demand, suit or proceeding (each a "**Claim**") made or brought by a third party against any of the Customer Indemnitees alleging that Customer's use of the Service infringes or misappropriates any patent, trademark, copyright, or any other intellectual property of such third party. Ocean will pay any settlement of such Claim, or any damages finally awarded against any Customer Indemnitees by a court of competent jurisdiction as a result of any such Claim. In connection with any Claim Customer will (i) give Ocean prompt written notice of the Claim, (ii) give Ocean sole control of the defense and settlement of the Claim (provided that Ocean may not settle any Claim without the Customer Indemnitee's written consent, which will not be unreasonably withheld), and (iii) provide to Ocean all reasonable assistance, at Ocean's request and expense. If Customer's right to use the Service is, or in Ocean's opinion is likely to be, enjoined as the result of a Claim, then Ocean may, at its sole option and expense, procure for Customer the right to continue using the Service under the terms of this Agreement, or replace or modify the Service so that it is non-infringing and substantially equivalent in functionality to the claimed infringing or enjoined Service. If Ocean determines that neither of the foregoing is commercially reasonable, then Ocean may terminate this Agreement and refund to Customer any prepaid fees allocable to the remainder of the Subscription Term. Ocean will have no indemnification obligations under this Section 10 to the extent that a Claim is based on or arises from: (a) use of the Service in a manner other than as expressly permitted in this Agreement; (b) any alteration or modification of the Service except as expressly authorized by Ocean; or (c) the combination of the Service with any other software, product, or services (to the extent that the alleged infringement arises from such combination). This Section 10 sets forth Ocean's sole and exclusive liability, and Customer's exclusive remedies, for any Claim of infringement or misappropriation of intellectual property.

11. LIMITATIONS OF LIABILITY

11.1 NEITHER PARTY NOR ITS AFFILIATES NOR THE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES OF ANY OF THEM WILL BE LIABLE TO OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, THAT MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OR COSTS OCCURRING AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE.

11.2 EACH PARTY HERETO AGREES THAT WITH THE EXCEPTION OF: (I) THE CONFIDENTIALITY OBLIGATIONS UNDER SECTION 6, (II) COMPANY'S BREACH OF ITS SECURITY AND PRIVACY OBLIGATIONS UNDER SECTION 7, AND (III) THE INDEMNIFICATION OBLIGATIONS UNDER SECTION 10 (SECTION 11.2(I) THROUGH 11.2(III), THE "**EXCLUDED CLAIMS**"), AND ABSENT GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF THE OTHER PARTY, IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY, OR THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS AND REPRESENTATIVES, TO THE OTHER PARTY FOR ANY AND ALL DAMAGES, INJURIES, AND LOSSES ARISING OUT OF, BASED ON, RESULTING FROM, OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID (PLUS ANY AMOUNT PAYABLE) BY CUSTOMER FOR USE OF THE SERVICE UNDER THIS AGREEMENT IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM GIVING RISE TO SUCH DAMAGES. THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT WILL NOT ENLARGE OR EXTEND THE LIMITATION OF MONEY DAMAGES WHICH WILL BE THE CLAIMANT'S SOLE AND EXCLUSIVE REMEDY. WITH RESPECT TO EXCLUDED CLAIMS, THE AMOUNT OF SUCH LIMIT WILL NOT EXCEED THREE TIMES THE TOTAL AMOUNT PAID (PLUS ANY AMOUNT PAYABLE) BY CUSTOMER FOR USE OF THE SERVICE UNDER THIS AGREEMENT.

12. MISCELLANEOUS

This Agreement, including all applicable Order Forms, is the entire agreement between Customer and Ocean and supersedes all prior agreements and understandings concerning the subject matter hereof and may not be amended or modified except by a writing signed by both Parties. Customer and Ocean are independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, or agency between Customer and Ocean. Failure to exercise any right under this Agreement will not constitute a waiver. There are no third-party beneficiaries to this Agreement. This Agreement is governed by the laws of the State of New York without reference to conflicts of law rules. For any dispute relating to this Agreement, the Parties consent to personal jurisdiction and the exclusive venue of the courts in New York City, New York. Any notice provided by one Party to the other under this Agreement will be in writing and sent by electronic mail to the email address listed on the signature page below. If any provision of this Agreement is found unenforceable, this Agreement will be construed as if it had not been included. Neither Party may assign this Agreement without the prior, written consent of the other Party, except that either Party may assign this Agreement without such consent to an affiliate, or in connection with an acquisition of the assigning Party or a sale of all or substantially all of its assets. Each Party represents that its signatory whose signature appears on the Order Form(s) is duly authorized by all necessary corporate or other appropriate action to execute this Agreement.

13. RESELLER

If the Customer acquires the Software through a Reseller, the Customer acknowledges that: Payment and delivery terms for the Software must be established directly between the Reseller and the Customer, separately from this Agreement; This agreement constitutes the entire agreement between the Customer and Ocean regarding the license rights for the Software. The Reseller is not authorized to make any promises or commitments on Ocean's behalf.; (iii) Ocean's customer support and customer success programs, if applicable, are automatically assigned to work directly with the Customer; (iv) Customer's non-payment of any amount due to the Reseller related to licensed rights under this agreement shall constitute a basis for Ocean to terminate this agreement. Notwithstanding acquisition through a reseller, Customer's rights under this Agreement shall be directly enforceable against Ocean, and Ocean shall provide all warranties, SLAs, and support directly to Customer.

EXHIBIT A

SERVICE LEVEL AGREEMENT

1. **Definitions**.

For purposes of this Service Level Agreement, the following terms have the meaning given to each term below:

"**Downtime**" means if Customer is unable to access the Service by means of a web browser and/or API as a result of failure(s) in the Service, as confirmed by Ocean.

"**Maintenance Downtime**" means routine maintenance that occurs outside of normal working hours (Pacific Time) and continues for no more than four hours in any one instance, so long as Ocean provides Customer at least 48 hours prior written notice (including by email) to Customer's main technical contact on file with Ocean.

"**Monthly Uptime Percentage**" means the total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.

"**Service Credit**" means the number of days by which Ocean will extend the length of the Subscription Term, at no charge to Customer, according to the table in Section 2, below.

2. **Service Level Warranty**.

During the Term, the Service will be operational and available to Customer at least 99.9% of the time in any calendar month (the "**Service Level Warranty**"). If the Monthly Uptime Percentage does not meet the Service Level Warranty in any calendar month, and if Customer meets its obligations under this Agreement, then Customer will be eligible to receive Service Credit as follows:

Uptime	**Days Credited**
< 99.9% - ≥ 98.0%	3
< 98.0% - ≥ 95.0%	7
< 95.0%	15

3. **Customer Must Request Service Credit.**

To receive Service Credit, Customer must notify Ocean in writing within 30 days from the time Customer becomes eligible to receive a Service Credit under the terms of this Agreement. Failure to comply with this requirement will forfeit Customer's right to receive Service Credit.

4. **Maximum Service Credit.**

The aggregate maximum amount of Service Credit for all Downtime that occurs in a single calendar month will not exceed 15 days. Service Credit may not be exchanged for or converted into monetary amounts.

5. **Exclusions.**

The Service Level Warranty does not apply to Service unavailability due to Maintenance Downtime or any performance issues that (i) are caused by riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, earthquakes, or any other causes that are beyond Ocean's reasonable control so long as Ocean uses commercially reasonable efforts to mitigate the effects of such force majeure, (ii) resulted

from Customer's equipment or third party equipment or service (e.g. Customer's internet connection), or (iii) resulted from Customer's violation of this Agreement.

EXHIBIT B

SUPPORT TERMS

This exhibit sets forth the terms on which Ocean provides technical support ("**Support**") to Customer (the "**Support Terms**").

1. **Definitions**.

For purposes of this Service Level Agreement, the following terms have the meaning given to each term below:

"**Error**" means a failure of the Service to conform to the published Documentation, resulting in the inability to use, or material restriction in the use of, the Service.

"**Escalation**" means the process by which Ocean will work continuously, and at multiple levels of its organization, to address an Error if not addressed within the specified Response Time set forth in Section 4, below.

"**Start Time**" means the time at which Ocean first becomes aware of an Error during Ocean's regular business hours, following Customer's initiation of a Support case in accordance with Section 3, below.

2. **General**.

During a Subscription Term, Ocean will provide the Support described in these Support Terms for Severity 1 Errors, 24 hours a day 7 days a week; and for Severity 2, Severity 3, and Severity 4 Errors, Ocean will provide Support described in these Support Terms 8 hours a day, 5 days a week (9am – 5pm, Israel Standard Time, or in Customer's local time zone if not Pacific Time).

3. **Contacts**.

The Customer Support Contacts may initiate a Support case by emailing support@ocean.security

4. **Priority Levels and Timeframes**.

Ocean will establish the Priority Level of an Error and the corresponding Support case in its sole discretion and will use its best efforts to adhere to the Response Times set forth below. If an Error is not addressed within the Response Time set forth below, Ocean will commence an Escalation.

Severity Level	Description	Response Time
1	**Major Impact**: Service is inoperable or the performance of the Service is so severely reduced that Customer cannot reasonably continue to use the Service because of the Error, the Error cannot be circumvented with a workaround, and it affects Customer's ability to perform its business.	2 hours
2	**Moderate Impact**: Performance is significantly degraded such that Customer's use of the Service is materially impaired, but the Error can be circumvented with a workaround.	8 hours
3	**Minor Impact**: Customer is experiencing a performance, operational, or functional issue in its use of the Service that can be circumvented with a workaround, and the Error causes only minimal impact to the Customer's ability to use the Service.	24 hours

4	**General Questions**: No issue with performance or operation of the Service. These include standard questions on the API configuration, dashboard functionality, enhancement requests, or documentation clarification.	3 business days

5. **Conditions, Exclusions, and Termination**.

5.1 Conditions.

Ocean's obligation to provide Support is conditioned upon the following: (i) Customer makes reasonable efforts to solve the Error after consulting with Ocean; (ii) Customer provides Ocean with sufficient information and resources to correct the Error, as well as any and all assistance reasonably requested by Ocean; and (iii) Customer procures, installs, and maintains all equipment, telephone lines, communication interfaces and other hardware necessary to access and operate the Service.

5.2 Exclusions.

Ocean is not obligated to provide Support in the following situations: (i) the problem is caused by Customer's gross negligence, hardware malfunction, or other causes beyond the reasonable control of Ocean; or (ii) the problem is with third party software not licensed through or provided by Ocean (e.g., Customer's email system).

5.3 Termination.

Ocean reserves the right to conclude its performance of a particular Support case when, in its reasonable discretion, Ocean determines that it has provided a satisfactory resolution or workaround to the Error.