

## SWEET MASTER SUBSCRIPTION TERMS

This Sweet Master Subscription Terms (hereafter “**Terms**”) is made by and between Sweet Security Ltd., or any of its Affiliates (at its discretion) (“**Sweet**”) and the entity executing an Order referencing these Terms (“**Customer**”). Each Sweet and Customer may be referred to herein individually as a “**Party**” or collectively as the “**Parties**”.

These Terms govern Customer’s use of Sweet’s service(s) as made available from time to time and further defined below. The term “**Order**” shall mean any written quote, order, or other ordering document acceptable to, acknowledged, and executed in writing by Sweet and Customer (these Terms collectively with an applicable Order, hereafter the “**Agreement**”). In the event of inconsistency or conflict between the provisions of these Terms and the provisions of an Order, the provisions of these Terms shall prevail unless explicitly stated otherwise. The Parties may execute, from time to time, Order(s), all of which are subject to the Agreement. All terms, including the capitalized terms, described in the Order shall apply to these Terms.

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES. IF YOU DO NOT AGREE TO THESE TERMS OR ARE NOT AUTHORIZED TO BIND THE ENTITY ON BEHALF OF WHICH YOU ARE ACTING, PLEASE DO NOT ACCESS OR USE THE SERVICES; BY ACCEPTING THESE TERMS OR ACCESSING OR USING THE SERVICES, YOU AGREE TO THE TERMS AND CONDITIONS OF THE AGREEMENT (HOWEVER THEY WERE ACQUIRED INCLUDING WITHOUT LIMITATION THROUGH AN AUTHORIZED RESELLER OR ONLINE MARKETPLACE) ON BEHALF OF THE ENTITY OF WHICH YOU ARE ACTING ON BEHALF, AND YOU HEREBY REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO DO SO.

1. **DEFINITIONS.** For the purposes of these Terms, the following terms shall have the meanings set out below:

“**Affiliate**” means with respect to a Party, any entity that is, directly or indirectly, controlled by and/or under common control with and/or controlling such Party or in which the concerned Party holds directly or indirectly more than 50% of its shares.

“**Documentation**” means the technical instructions, user guides, use manuals, and release notes generally provided by Sweet, at any time, in printed and/or electronic form, that describe the operation, use, or technical specifications of the Services.

“**User(s)**” means Customer’s personnel who are authorized by Customer to access and use the Services.

“**Services**” means Sweet’s Software-as-a-Service services comprised of Sweet’s platform, and related services which are intended to enable Customers to monitor, detect, and remediate security risks, as further detailed in the applicable Documentation.

2. **SERVICES.**

2.1. Subject to Customer’s compliance with its obligations under the Agreement, Sweet hereby grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable, and revocable right to use the Services as indicated in the Order, beginning on the date indicated in the Order (“**Effective Date**”) and continuing through the Term, solely for Customer’s internal business purposes.

2.2. Sweet shall make available Documentation to Customer, in connection with the use of the Services. The Customer may print or copy the Documentation as needed for the Customer’s own internal business purposes provided that all copyright notices are included therein. The Documentation shall be considered as Sweet’s Confidential Information.

2.3. Customer may subscribe to the Services directly with Sweet via an Order (including an Order issued by Sweet’s authorized reseller (“**Authorized Reseller**”)), or via an online marketplace through which Sweet may, from time to time, offer the Services. If Customer has purchased the Services from an Authorized Reseller to the extent there is any conflict between the Agreement and the agreement entered between Customer and the respective Authorized Reseller, including any Authorized Reseller Order, then, as between Customer and Sweet, these Terms shall prevail. Any rights granted to Customer in such Authorized Reseller Order which are not contained in these Terms, apply only in connection with such Authorized Reseller. In that case, Customer must seek redress or realization or enforcement of such rights solely with such Authorized Reseller and not Sweet.

3. **Customer Data.**

3.1. As part of the engagement contemplated hereunder, the Customer may provide certain data through their use of the Services (collectively the “**Customer Data**”). All such Customer Data shall be owned by the Customer and shall be regarded as Customer’s Confidential Information. Customer hereby grants Sweet a non-exclusive, non-transferable right to use Customer Data, solely for the purpose of providing the Services. Sweet shall have the right to maintain the Customer Data for such period necessary, or required, in order to provide the Services, and as required under applicable law and subject to all other terms and conditions of the Agreement. Notwithstanding the foregoing, Customer hereby grants Sweet a non-exclusive, non-transferable, irrevocable, perpetual right to use the Customer Data on an aggregated, anonymized, or statistical basis, in each case, solely for the purpose of Sweet’s internal research, development, and enhancement of Sweet’s services and products. The Parties hereby acknowledge and agree that no personally identifiable information or personal data (as such terms are generally defined under any applicable law) is provided by the Customer to Sweet in connection with the Services (“**Customer Personal Data**”). To the extent that Customer Personal Data will be provided by Customer to Sweet, then (i) the collection, use, and processing shall be in accordance with any applicable laws, including, data protection laws, and Customer shall ensure to make all necessary disclosures and obtain all required consents (if required), in order to transfer such Customer Personal Data to Sweet for the purposes of performance of the Agreement, (ii) Sweet shall comply with all applicable laws in connection with its use of such Customer Personal Data provided to it by the Customer in connection with this Agreement, and (iii) to the extent necessary under applicable law, the Parties shall enter into a Data Processing Addendum which shall govern the collection and processing of any Customer Personal Data.

4. **Restrictions on Use.**

4.1. The Customer may not, whether by itself or anyone on its behalf, nor shall it authorize or assist any third-party to: (i) copy, modify, adapt, translate, reverse engineer, decompile, or disassemble, in any way, any portion of the Services, or publicly display, reproduce, create derivative works from, perform, distribute, or otherwise use the Services, other than as permitted by Sweet in writing; (ii) sell, license, or exploit for any commercial purposes any use of or access to the Services; (iii) use the Services, or any part thereof for any purpose or in any manner not explicitly authorized hereunder; (iv) make available through or in connection with the Services any data, materials, or information which may infringe third-party rights; (v) intentionally interfere with or disrupt the operation of the Services, or the servers or networks that host the Services; (vi) bypass any measures which may be used to prevent or restrict access to the Services and/or certain functionalities therein; (vii) conceal or remove any copyright or proprietary notices contained in the Services or Documentation; and (viii) access and/or use the Services in order to build a competitive product or service.

4.2. Without derogating from the foregoing, Customer (i) shall take commercially reasonable precautions to prevent any unauthorized access and/or unauthorized usage of the Services, including by any Users; (ii) shall be responsible and liable for any act or omission by any of its Users in connection with the use of the Services; and (iii) undertakes that any and all information provided to Sweet in the course of applying for, setting up and using the Services, shall be true and accurate.

4.3. The Services may use or include third-party software, files, and components that are subject to open source and third-party license terms ("**Third Party Components**"). Unless otherwise explicitly agreed by Sweet, Sweet disclaims all liability related to any Third Party Components utilized in the Services. Customer acknowledges that Sweet is not the author, owner, or licensor of any Third Party Components and that Sweet makes no warranties or representations, express or implied, as to the quality, capabilities, operations, performance, or suitability of Third Party Components. Under no circumstances shall the Services or any portion thereof (except for the Third Party Components contained therein) be deemed to be "open source" or "publicly available" software.

## 5. Fees and Payment.

5.1. Fees. In consideration for the use of the Services, Customer shall pay to Sweet the fees and other consideration set forth in the Order (the "**Fees**"). Payment shall be due in accordance with the payment schedule set forth in the Order, subject to Sweet's issuance of a valid invoice.

5.2. Tax. All Fees are exclusive of any tariffs, duties, or taxes (however designated, levied, or based and whether foreign or domestic), including (without limitation) VAT and/or sales tax. Customer will pay or reimburse Sweet as the case may be for all such tariffs, duties, or taxes, except for those taxes based on Sweet's income. In the event that pursuant to any law or regulation, tax is required to be withheld at source from any payment made to Sweet hereunder, the Customer shall be entitled to withhold said tax at the rate set forth in the certification issued by applicable tax authority or if there is no such certification, at the rate determined by said law or regulation unless Sweet has presented to the Customer with a tax withholding exemption certificate issued by the applicable tax authority, in which case the reduced withholding tax will apply. The Customer may not set off any Fees or payments due to Sweet hereunder.

5.3. Payment Terms. The payment schedule shall be in accordance with the provisions set forth in the Order. Late payments shall bear interest compounded daily commencing on the date such payments become due, using a monthly rate of 1.5% or the highest rate permitted by law (whichever is lower). Any payment or part of a payment that is not paid by Customer to Sweet when due shall constitute sufficient cause for Sweet to suspend its performance hereunder and terminate this Agreement, provided that seven (7) business days prior notice was provided. Except if agreed otherwise under an applicable Order, payment shall be made in United States Dollars by wire transfer only, using banking details provided by Sweet.

## 6. Confidential Information.

6.1. Each Party acknowledges that it may have access to certain confidential information of the other Party ("**Confidential Information**"). Confidential Information will include all information in any form that under the circumstances of its disclosure, should reasonably be considered confidential, including but not limited to trade secrets. Each Party agrees that it will not use Confidential Information of the other party in any way, except as expressly required for the purposes of this Agreement, nor will it disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary on a need to know basis) any of the other Party's Confidential Information and it will take reasonable precautions to protect the confidentiality of such information. Confidential Information shall not include any information that (i) is publicly known, (ii) was in the prior possession of a party and obtained through lawful means, (iii) was disclosed to a party by a third party without breaching any duty of confidentiality and (iv) was independently developed without using Confidential Information.

## 7. Intellectual Property.

7.1. Any ideas, inventions, improvements, technology, designs, software, algorithms, documents, and other materials, and any derivative works, modifications, techniques, or works of authorship in any form, or any other intangible assets or intellectual property, including any patents, copyrights, trademarks, trade secrets, mask works or other intellectual property rights therein (collectively, "**Intellectual Property**"), which may be included in or relate to the Services, is owned by Sweet and its licensors, shall remain at all times owned by Sweet. No license, express or implied, in or to the Intellectual Property of Sweet, its Affiliates, or its licensors is granted to Customer under this Agreement, other than as explicitly stated hereunder.

7.2. In the course of the provision of the Services hereunder and in connection with Customer's use of the Services, Customer may make suggestions or provide inputs and ideas relating to the Services ("**Feedback**"), it is understood and agreed that Sweet would own all such Feedback and any know-how or understanding derived therefrom. Accordingly, Customer hereby forever irrevocably assigns to Sweet all of its rights, title, and interest in all Feedback, or any portion thereof disclosed by Customer to Sweet. Any Feedback is provided "as is" without any representation of warranty.

## 8. Term and Termination.

8.1. Term. The Agreement shall become effective on the earlier of (i) the mutual execution by Customer and Sweet of an Order referencing these Terms; or (ii) the subscription date set forth in the Order, and unless earlier terminated in accordance with the Agreement, shall remain in effect for such term as specified in the Order (the "**Term**").

8.2. Termination for Cause. Either Party may terminate an Order and/or this Agreement for cause with immediate effect if (a) the other Party breaches any material term or condition of an Order and/or the Agreement, and such breach (if curable) remains uncured thirty (30) days after date of a written notice of such breach, by the non-breaching Party; (b) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within sixty (60) days thereafter).

8.3. Effects of Termination. Upon termination or expiration of the Agreement and/or an Order: (i) all rights granted to Customer in connection with the Services shall expire, and Customer shall discontinue any further use and access thereof including, to the extent applicable, by de-installing any Sweet provided software; (ii) Customer shall, at its sole discretion and responsibility download all of its Customer Data prior to the effective date of termination. If Customer terminates this Agreement in accordance with Section 7.2 (Termination for Cause), Sweet will refund you any prepaid fees covering the remainder of the then-current subscription Term after the effective date of termination. If Sweet terminates these Terms in accordance with Section 7.2 (Termination for Cause), Customer will pay any unpaid fees covering the remainder of the then-current subscription term after the effective date of termination. In no event will termination relieve Customer of its obligation to pay any fees payable to Sweet for the period prior to the effective date of termination. Except where an exclusive remedy may be specified in these Terms, the exercise by either Party of any remedy, including termination, will be without prejudice to any other remedies it may have under the Agreement, by law or otherwise.

8.4. All Sections in the Agreement which are either expressed to survive or which are by implication intended to survive termination or expiry of the Agreement shall continue to survive notwithstanding termination or expiry of the Agreement and/or Order.

9. Representations and Warranties; Limited Warranty

9.1. Each Party represents and warrants to the other Party that: (i) it has the full corporate right, power and authority to enter into this Agreement and to perform the acts required of it under this Agreement; (ii) the execution of this Agreement and performance of its obligations under this Agreement do not and shall not violate any other agreement to which it is a party; (iii) the individual executing this Agreement on behalf of a Party has authority to bind such Party to this Agreement and the performance hereof; and (iv) the execution of this Agreement and performance of its obligations and responsibilities under this Agreement do not, and will not, require any consent, approval, order or authorization of any individual, corporation, partnership, business association or other entity that has not been, or will not have been obtained by such Party prior to the execution of this Agreement.

9.2. Limited Warranty. Sweet represents and warrants for the Customer's benefit alone that the Services shall substantially perform in accordance with the Documentation. In the event of non-compliance, Sweet shall use commercially reasonable efforts to adjust the Services to substantially perform in conformance with the Documentation with said adjustment or repair be Sweet's sole liability for breach of this warranty and the Customer's sole and exclusive remedy therewith. The warranty set forth above shall not apply if the failure of the Services results from or is otherwise attributable to Customer acts or omissions in violation of the Agreement. Notwithstanding anything to the contrary stated herein, Sweet shall not be liable for any delay and/or unavailability of the Services, if Sweet determines that the Services have been: (i) altered, modified, or serviced by the Customer or anyone else on Customer's behalf or any other third party not approved by Sweet; (ii) improperly accessed or used in a manner other than as specified in the Documentation; or (iii) Customer's integration and or the combination of the Services with any third-party product or component not in accordance with this Agreement; or (iv) Customer's failure to implement any updates, upgrades, and new versions to the Services provided by Sweet within a commercially reasonable period.

9.3. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 8.2 ABOVE, THE SERVICES ARE PROVIDED AND MADE AVAILABLE (INCLUDING ANY OUTPUT, REPORT, SUGGESTIONS, RECOMMENDATION OR ANALYSIS GENERATED, LEARNED, OR MADE AVAILABLE, THEREBY) ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AND SWEET AND ITS AFFILIATES, DO NOT MAKE OR GIVE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, AND EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, CONDITIONS, AND GUARANTIES, WHETHER ORAL OR WRITTEN, IMPLIED, EXPRESS OR STATUTORY, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WITH REGARD TO THE SERVICES.

9.4. Customer hereby warrants and acknowledges that Customer's execution of this Agreement is not made contingent on the delivery of any future functionality or features not included in the Order, or dependent on any oral or written public comments, made by Sweet regarding any future functionality or features.

10. LIMITATION OF LIABILITY.

10.1. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL OR EQUITABLE BASIS FOR THE CLAIM, SWEET AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, DAMAGES FOR LOST PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER INDIRECT COMMERCIAL DAMAGES OR LOSSES) ARISING IN CONNECTION WITH THE AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. SWEET'S MAXIMUM AGGREGATE LIABILITY FOR DIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO THE FEES ACTUALLY PAID FOR THE SERVICES DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THE FOREGOING LIMITATION SHALL NOT APPLY TO (I) EITHER PARTY'S LIABILITY UNDER ITS INDEMNIFICATION OBLIGATIONS UNDER SECTION 10 (*INDEMNIFICATION*) AND (II) CUSTOMER'S LIABILITY IN THE EVENT OF A BREACH OF SECTION 3 (*RESTRICTIONS ON USE*) AND CUSTOMER'S PAYMENT OBLIGATIONS FOR SERVICES RENDERED.

10.2. Except for monetary obligations hereunder, neither Party shall be liable for any failure or delay in performance due in whole or in part to any cause beyond the reasonable control of such Party or its contractors, agents, or suppliers, including but not limited to utility or transmission failures, power failure, strikes or other labor disturbances, acts of God, acts of war or terror, floods, sabotage, fire, natural or other disasters.

11. Indemnification.

11.1. Sweet Indemnification. Sweet agrees to defend, at its expense, any third party action or suit brought against the Customer alleging that the Services when used as permitted under these Terms and each respective Order, infringes the intellectual property rights of a third party ("**IP Infringement Claim**"); and Sweet will indemnify and hold harmless the Customer for any actual damages awarded in a final judgment against the Customer or settled in a settlement approved in writing by Sweet, that are attributable to such IP Infringement Claim. If the Services becomes, or in Sweet's opinion is likely to become, the subject of an IP Infringement Claim, then Sweet may, at its sole discretion: (a) procure for the Customer the right to continue using the Services; (b) replace or modify the Services to avoid the IP Infringement Claim; or (c) if options (a) and (b) cannot be accomplished despite Sweet's reasonable efforts, then Sweet or Customer may terminate all affected Orders and Sweet shall provide a pro-rata refund for any amount pre-paid by Customer for the remaining unused period of the Term. Notwithstanding the foregoing, Sweet shall have no responsibility for IP Infringement Claims to the extent resulting from or related to: (i) Customer's Data; (ii) modifications to the Services made by a party other than Sweet or its designee; (iii) the Customer's failure to implement software updates provided by Sweet; or (iv) combination or use of the Services with any software not supplied by Sweet or not in accordance with the Documentation

11.2. Customer Indemnification. Customer shall defend, indemnify and hold harmless Sweet from and against any claims, damages, costs, liabilities and expenses (including reasonable attorneys' fees) arising out of or related to a third-party claim against Sweet resulting from Customer's breach of its representations or obligations under this Agreement.

11.3. Either Party's indemnification obligations are conditional on the indemnified party (i) promptly notifying the indemnifying party in writing of such claim; (ii) allowing the indemnifying party to have the sole and exclusive authority to handle and assume all, management, handling and defense or settlement of any such claim underlying the indemnity cause; and (iii) provides the indemnifying party with all reasonable information and assistance with respect to handling and managing the claim underlying the claimed indemnity liability, at indemnifying Party expense; The indemnified party will

not enter into any settlement in connection with the matter underlying the indemnification claim without the indemnifying party's prior written consent.

12. Compliance with Applicable Laws

12.1. Export and Sanctions. The Services may be subject to export laws and regulations of the United States and other jurisdictions. Sweet and Customer each represents that it is not on any U.S. government denied-party list. Customer will not permit to access or use the Service in a U.S. or European Union embargoed countries or regions as may be updated from time to time, nor by any person who is on the U.S. OFAC Specially Designated Nationals List of otherwise on any U.S. government sanctioned or denied-party list persons, or otherwise in violation of any U.S. export law or regulation.

12.2. Anti-Bribery and Anti-Corruption. Each Party shall comply with Applicable Laws concerning anti-bribery and anti-corruption, which may include the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act 2010.

13. General

13.1. Publicity. Sweet may issue a case study, or general marketing communications concerning its involvement with Customer, including identifying the Customer as a customer of Sweet in any Sweet corporate sales presentations, trade shows, and websites. Sweet shall cease any use of the Customer name and logo upon written request.

13.2. Governing Law; Jurisdiction. The Agreement is governed by and construed exclusively as follows: (i) if Customer are incorporated anywhere in the United States, in accordance with the Laws of the State of New York in which case any and all disputes and controversies arising out of or in connection with the Agreement shall be heard and determined exclusively in any state or federal court located in New York, New York (or in any appellate courts thereof) ("**Designated Courts**"). Each Party hereto hereby submits to the exclusive jurisdiction of said Designated Courts and hereby expressly, knowingly, voluntarily, and intentionally waive any right to trial by jury of any claim, demand, action, or cause of action arising under or in connection with the Agreement; or (ii) if Customer is incorporated in any country other than the United States, then unless otherwise determined in an Order, in accordance with the laws of the state of Israel, without regard to the principles of conflict of laws, and in which case any and all disputes and controversies arising out of or in connection with the Agreement shall be brought exclusively before the courts in Tel Aviv.

13.3. Miscellaneous. The relationships of the Parties shall be that of independent contractors. Nothing in this Agreement or in the business or dealings between the Parties shall be construed to make them joint ventures or partners with each other. Customer may not assign or transfer any rights or delegate any duties under this Agreement without Sweet's prior written consent, any purported assignment or transfer in violation of this provision shall be void. The Agreement constitutes the entire agreement between the Parties and supersedes any previous Agreements or representations, either oral or written with respect to the subject matter of this Agreement. To the extent explicitly stated in the applicable Order, the terms contained in an applicable Order shall prevail over any contradicting terms contained in the automatic stripe or online package purchase flow made available through Sweet website and/or any other online marketplaces. All amendments may be made only in writing. Neither Party will be liable for any delay or failure to perform its obligations hereunder resulting from circumstances or causes beyond its reasonable control 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, acts of terrorism, earthquakes, or power outages. From time to time, Sweet may modify these Terms. Unless otherwise specified by Sweet, changes become effective for Customer upon renewal of the then-current subscription term or upon the effective date of a new Order after the updated version of these Terms goes into effect. Sweet will use reasonable efforts to notify Customer of the changes through communications via Customer's Services account, email or other means. Customer may be required to click to accept or otherwise agree to the modified Terms before renewing a subscription term or upon the effective date of a new Order, and in any event continued use of any Sweet Services after the updated version of these Terms goes into effect will constitute Customer's acceptance of such updated version. All notices shall be in writing and delivered either personally, or by registered mail or courier, to the address and contact of the Parties or by email, as set forth in the Order. Any such notice shall be deemed given five business days after being placed in the mail, or one business day after personal delivery or email. Any failure by a party to insist upon or enforce performance by the other of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement or otherwise by law will not be construed as a waiver of such right. No failure, delay, or forbearance of either Party in exercising any power or right hereunder will in any way restrict or diminish such Party's rights and powers under this Agreement or operate as a waiver of any breach or nonperformance by either Party of any terms of conditions hereof. In the event that any provision of this Agreement is held invalid or unenforceable in any circumstances by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and the unenforceable provision shall be enforced to the maximum extent permissible under applicable law. Nothing in this Agreement shall be construed or be deemed to create any rights or remedies in or for the benefit of any third party.