



End User License Agreement

Please read carefully before installation or use of the software. This End User License Agreement (the “**Agreement**”) is a legal contract between you (either an individual and/or a legal entity if you use it for a legal entity) (“**Undersigned**” or “**You**”) and Faddom Software Ltd. (“**Faddom**”) governing your use of Faddom’s Discover Software (as defined below).

The term “Software” includes the Discover software program (in object code and source code form), any related text, graphics, audio, images, data, messages, information, online documentation, corrections, software tools, updates, upgrades, copies, and derivative works, as well as other associated materials made available through the Software, and any services provided through your use of the Software.

THE SOFTWARE IS THE PROPERTY OF FADDOM AND IS MADE AVAILABLE TO YOU, SOLELY UNDER THE TERMS OF THIS AGREEMENT.

By (a) signing this Agreement, or (b) by selecting the “ACCEPT” button, You acknowledge that You have read and understood this Agreement and agree to be bound by its terms. You may reject the terms of this Agreement and terminate the installation process by clicking the "CANCEL" button. If You do not accept this Agreement, You must not install, download, access, or use the Software.

1. Definitions.

- 1.1. “**Affiliate**” means any current or future business entity that directly controls, is controlled by, or is under common control with You. As used herein, “control” shall mean possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity through ownership.
- 1.2. “**Authorized Server**” means a server or virtual machine instance that (i) complies with the technical requirements identified in the Documentation, and (ii) for which You have obtained the right to install and use the Software.
- 1.3. “**Confidential Information**” means this Agreement, all Documentation (as defined below), information, data, drawings, benchmark tests, specifications, trade secrets, object code and machine-readable copies of the Software, source code relating to the Software, and any other proprietary information supplied to You by Faddom, whether disclosed in oral, written, or electronic form.
- 1.4. “**Documentation**” means any manuals made available by Faddom through its support portal or with the Software, including the Faddom Technical Guides, Installation and Configuration Guide, and any other documentation provided by Faddom, in connection with the Software.
- 1.5. “**Service and License Fee**” if applicable, means the non-refundable license fees specified in a purchase order issued by Faddom, which You agree to pay to Faddom in consideration of the license granted in Section 2.1.
- 1.6. “**Site**” means a physical address where You or Your Affiliate conducts business.
- 1.7. “**Use of the Software**” means use of the Software by You (and other entities expressly permitted by Section 2.3) on an Authorized Server as specified in the Documentation. “Use of the Software” shall be subject to the restrictions of Sections 2.3 and 3.

2. Grant of License.



- 2.1. **Grant.** Provided that You have purchased or otherwise lawfully obtained the Faddom Software and have paid the appropriate Service and License Fee, if applicable, Faddom grants to You a limited, non-exclusive, non-transferable, revocable, and non-sublicensable license to: (i) install and use the Software on a single Authorized Server solely for Your internal business purposes in accordance with the Documentation; and (ii) use the Documentation in connection with Your authorized use of the Software.
- 2.2. **Reservation of Rights.** You acknowledge and agree that no copy of the source code of the Software will be provided to You and that all rights, title, and interest in the Software and Documentation (including all copies thereof), all derivative works thereof prepared by or for Faddom, all related technical know-how, and all rights therein (including, without limitation, all intellectual property rights) are and shall be the exclusive property of Faddom. You shall assign to and reasonably assist Faddom, at Faddom's expense, in maintaining and securing such ownership. You shall have only those rights to use the Software and Documentation expressly granted to You pursuant to Section 2 of this Agreement. Without limiting Section 2.1, You shall not distribute, resell, or otherwise provide to any third party (except to an Affiliate for its internal purposes as permitted under Section 2.3) any databases produced by or for You through the use of the Software without the express written consent of Faddom. All rights not expressly granted to You under this Agreement are reserved by Faddom.
- 2.3. **Use by Affiliates.** Subject to the restrictions of Section 3, Affiliates may use the Software as set forth in Section 2.1, provided that: (i) Affiliates' use of the Software complies with the terms and conditions of this Agreement; and (ii) from time to time upon Faddom's request, You shall notify Faddom in writing identifying the Affiliates that are using the Software. With respect to use of the Software by Affiliates, Faddom's affirmative obligations under this Agreement will be limited to You. You acknowledge and agree that You are responsible for any damage or loss to Faddom caused by Affiliates' breach of this Agreement and that a breach of this Agreement by any Affiliate shall be deemed a breach of the Agreement by You.
- 2.4. **Backup Copy.** You are permitted to make a single machine-readable copy of the Software per Authorized Server for disaster recovery, backup or archival purposes. All copies of the Software shall be subject to all terms and conditions of this Agreement. Whenever You are permitted to copy or reproduce all or any part of the Software, all titles, trademark symbols, copyright symbols and legends, and other proprietary markings present in the original must also be reproduced.

3. License Restrictions.

You agree that You will not yourself, or through any Affiliate, agent, or third party: (i) sell, lease, license, or sublicense the Software or the Documentation; (ii) decompile, disassemble, translate, or reverse engineer the Software, in whole or in part, except to the extent permitted by applicable law; (iii) use the Software on any computer other than an Authorized Server, except when such use is wholly and only accomplished by means of remote access to the Authorized Server as expressly authorized in the Documentation and solely within Your on-premises environment; (iv) copy the Software except as provided in this Agreement or subject to Faddom's prior written consent, which consent may be granted or withheld in Faddom's sole discretion; (v) write or develop any derivative work or any other computer program based upon the Software or any Confidential Information, except pursuant to authorized use of the Software, or use the Software to develop or enhance a product or service that is



competitive with the Software; (vi) use the Software to provide processing services to third parties, or otherwise use the Software on a “service bureau,” outsourcing, hosted, SaaS, time-sharing, or other similar basis; (vii) transfer the Software or any copy thereof to any non-affiliated third party or allow an Affiliate to use the Software if such Affiliate is a competitor of Faddom; (viii) transfer, sell, donate, salvage, or otherwise dispose of any media, device, or computer containing a copy of the Software, other than to an Affiliate for authorized use, unless all copies of the Software are first destroyed, uninstalled, and erased from any such media, device, or computer where the Software resides; (ix) remove, alter, or obscure any proprietary notices or labels on or in the Software or Documentation; or (x) bypass, disable, or interfere with any registration, activation, license management, usage limits, security, or technical protection measures in the Software.

4. Audit Rights.

Faddom may verify Your compliance with this Agreement upon reasonable request, including during regular support interactions or support tickets. Upon reasonable request from Faddom, You agree to provide information regarding Your use of the Software, including logs, license files and keys, or other records reasonably necessary to verify compliance. If such verification reveals that You are not in compliance with this Agreement, You shall promptly: (a) take all actions necessary to cure such non-compliance; (b) pay any additional fees required to achieve compliance; and (c) implement appropriate measures to prevent recurrence. You will, upon request by Faddom, provide information about the Site(s) and Authorized Servers on which You are using the Software, as well as any backup copies thereof and any applicable license keys or activation credentials.

5. Updated Versions.

Faddom may, in its sole discretion, release subsequent versions and/or updated versions of the Software, and may require You to use the most current version of the Software (including patches, bug fixes, updates, and upgrades). The latest version, if Faddom elects to release such, may be downloaded from Faddom designated download site. Updates are deemed part of the Software and are subject to this Agreement. You agree to promptly install any updates that Faddom identifies as required for security, compliance, or proper operation. In the event Faddom has released subsequent versions, the warranty shall only apply to current, applicable and supported versions of the Software. You are advised that if You are not using the most current version, certain features, services, or support may be limited at Faddom's sole discretion until You update. Faddom may modify, deprecate, or discontinue features or functions of the Software, and where practicable will provide reasonable advance notice.

6. Limited Warranty; Limitation of Liability.

6.1. **Warranty.** Faddom warrants to You that the Software materially conform to the Documentation for a period of twelve (12) months from the date of first installation of the Software on Your on-premises systems. All warranty claims not made in writing within the above time frame shall be deemed waived. **FADDOM MAKES NO WARRANTY THAT THE SOFTWARE IS FREE OF ALL DEFECTS, ERRORS OR MALFUNCTIONS.** As Your sole and exclusive remedy Faddom for breach of a warranty is, at Faddom option and sole discretion, would be to: (i) show that the defect, error or malfunction is inconsequential in that it does not adversely impact the performance of the Software, or (ii) provide a correction to the Software free of charge. The warranty set forth above is made to and for the benefit of You only. The warranty will apply only if: (i) the Software has been properly installed and at all times used in accordance with the Documentation and on supported



environments; (ii) no modification, alteration or addition has been made to the Software by persons other than Faddom or Faddom's authorized representative without Faddom's prior written approval; and (iii) You or an Affiliate did not request modifications, alterations or additions to the Software that caused it to deviate from the Documentation; and (iv) You are using a then-current, supported version of the Software. The warranty does not apply to issues caused by: (a) Your hardware, networks, or third-party software; (b) use of the Software contrary to the Documentation; or (c) accidents, abuse, or external factors beyond Faddom's reasonable control.

- 6.2. **Disclaimers.** EXCEPT AS EXPRESSLY SET FORTH ABOVE, FADDOM AND ITS LICENSORS PROVIDE THE SOFTWARE "AS IS" AND "AS AVAILABLE" AND MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY WITH RESPECT TO THE SOFTWARE, THE DOCUMENTATION, OR ANY RELATED MATERIALS OR SERVICES. FADDOM SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE AS WELL AS ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, FADDOM DOES NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR THAT RESULTS OBTAINED FROM ITS USE WILL BE ACCURATE, RELIABLE, OR OTHERWISE MEET YOUR EXPECTATIONS, OR THAT YOUR USE OF THE SOFTWARE WILL BE LAWFUL IN ANY PARTICULAR JURISDICTION. THE STATED EXPRESS WARRANTY, AND THE REMEDY PROVIDED FOR BREACH THEREOF, ARE IN LIEU OF ALL OTHER LIABILITIES OR OBLIGATIONS OF FADDOM (WHETHER SUCH LIABILITIES OR OBLIGATIONS WOULD ARISE UNDER THIS AGREEMENT OR OTHERWISE BY OPERATION OF LAW) FOR ANY DAMAGES WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, INSTALLATION, USE OR PERFORMANCE OF THE SOFTWARE.

- 6.3. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FADDOM OR ANY ENTITY CONTRIBUTING, DIRECTLY OR INDIRECTLY, TO THE SOFTWARE BE LIABLE FOR ANY LOST PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER, OR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SOFTWARE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF FADDOM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. FADDOM'S AGGREGATE LIABILITY FOR DAMAGES UNDER THIS AGREEMENT SHALL NOT, IN ANY EVENT, EXCEED AN AMOUNT OF US\$10,000 (OR THE MINIMUM AMOUNT THAT CANNOT BE LIMITED UNDER APPLICABLE LAW). ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SOFTWARE MUST BE FILED WITHIN TWELVE (12) MONTHS AFTER SUCH



CLAIM AROSE OR BE FOREVER BARRED. THE LIMITATIONS OF LIABILITY IN SECTIONS 6.2 AND 6.3 SHALL ALSO APPLY TO FADDOM'S PROVISION OF ANY SOFTWARE-RELATED SERVICES UNDER ANY SEPARATE AGREEMENT.

- 6.4. **Customer Indemnity.** You agree, at Your expense, to indemnify, defend, and hold harmless Faddom, its Affiliates, and suppliers from and against any third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) Your use of the Software; (b) Your breach of this Agreement; or (c) data, materials, or instructions provided by or on Your behalf, except to the extent caused by Faddom's willful misconduct or fraud.

7. Intellectual Property Infringement.

- 7.1. **Third Party Claims.** Faddom has no obligation to indemnify, defend, or pay damages for any third-party claim that the Software infringes or misappropriates any intellectual property right. Faddom's obligations with respect to such claims are limited to Section 7.2, and only for the unmodified Software used as authorized and not in combination with any other products, services, content, data, or software. As a condition to the remedies below, You must promptly notify Faddom in writing of the claim, grant Faddom sole control of the response (including selection of strategy and counsel), not admit liability or settle without Faddom's prior written consent, and provide reasonable cooperation at Faddom's expense.
- 7.2. **Remedies for Third Party Claims.** If Your use of the Software is, or in Faddom's opinion is likely to be, enjoined due to a third-party IP claim, Faddom may, in its sole discretion and at its expense: (i) procure the right for You to continue using the Software; (ii) replace the Software with a non-infringing equivalent; (iii) modify the Software so it becomes non-infringing; or (iv) terminate the affected license and require de-installation and return or destruction of the affected Software.
- 7.3. **Exclusions.** Faddom has no obligation under this Section 7 for claims arising from: (a) combination, operation, or use of the Software with equipment, devices, software, data, or services not supplied by Faddom; (b) modifications not made or expressly authorized in writing by Faddom; (c) use contrary to the Documentation or outside the scope of the license; (d) use of other than a then-current, supported version; (e) Faddom's compliance with Your or Your Affiliate's designs, specifications, or instructions; or (f) Open Source or other third-party components provided under separate terms. In such cases, You shall defend, indemnify, and hold Faddom harmless from and against the claim, subject to the notice, control, and cooperation requirements in Section 7.1 (reversed as applied to You).
- 7.4. **Sole Remedy.** This Section 7 sets out Your sole and exclusive remedies and Faddom's entire liability for any allegation that the Software infringes or misappropriates third-party rights.

8. Confidential Information.

You acknowledge that the Confidential Information of Faddom constitutes valuable trade secrets, and You agree that You shall use Faddom's Confidential Information solely to exercise Your rights and perform Your obligations under this Agreement, and will not disclose, or permit to be disclosed, the same, directly or indirectly, to any third party without Faddom's prior written consent. You agree to



protect such Confidential Information using at least the same degree of care You use to protect Your own confidential information of a similar nature, but in no event less than reasonable care, in protecting the Confidential Information of Faddom from unauthorized use and disclosure.

However, You bear no responsibility for safeguarding the Confidential Information of Faddom that is: (a) publicly available through no breach of this Agreement by You or any party on Your behalf; (b) already in Your possession, as evidenced by Your written records, and not subject to a confidentiality obligation; (c) lawfully obtained by You from third parties without restrictions on disclosure; (d) independently developed by You without use of or reference to Faddom's Confidential Information, as demonstrated by contemporaneous written and dated records; or (e) required to be disclosed by order of a court or other governmental entity (provided that, to the extent legally permitted, You promptly notify Faddom and limit disclosure to what is legally required). You shall have the burden of proof of establishing these exceptions. If only a portion of the Confidential Information falls under any of the above subsections, then only that portion of the Confidential Information shall be excluded from the use and disclosure restrictions of this Section 8. Faddom does not wish to receive confidential information from You except as necessary to provide the Software or related services; any information You provide will not be considered confidential unless expressly designated in writing as confidential, in which case Faddom will treat it as Your Confidential Information subject to the foregoing limitations.

9. Exportation of Data to Faddom; Privacy.

9.1. The Product operates entirely within the customer's infrastructure, and no data, including any personal data, is transmitted or exported to Faddom, except where the customer chooses to activate optional features, subject to the provisions for each optional feature set forth herein:

Optional Feature 1: CVE Detection Functionality. by activating the CVE detection functionality within the product you acknowledge and agree that:

1. Faddom may access specific software details, including name, version, and vendor (collectively, "**Software Identifiers**"), solely for the purpose of performing the CVE detection process. This access is limited to the duration necessary to complete the process.
2. **The Software Identifiers are not stored alongside any identifying information.** Once the Software Identifiers are sent, a unique request ID is generated. Faddom's server on the customer's side then uses this ID to retrieve the CVE-matching results for that specific task.
3. If You do not agree to these terms, you should refrain from activating the CVE detection feature.

Optional Feature 2: AI Anomaly Detection.

When using AI anomaly detection - the customer traffic data may be sent to Faddom, with IP addresses replaced before being sent to Faddom cloud by randomized identifiers. The data may be stored by Faddom solely in order to analyze the environment and provide actionable insights regarding abnormal traffic behavior and will be retained only for as long as necessary to provide this feature or as required by law.

Optional Feature 3: AI Chat Queries (Compass AI)



When this feature is enabled, Faddom stores the queries entered by You ("**Queries**"). By default, Compass AI generates answers using Your database within Your virtual machine, and Faddom does not access the response content or underlying data. You may elect to enable enhanced data access ("**Enhanced Access**"). When Enhanced Access is enabled (Opt-In), Faddom is authorized to access: (i) the output generated by Compass AI in response to Your Queries; and (ii) the applicable data set from Your database relevant to such output. This access is granted solely for the purpose of optimizing performance and improving the quality and accuracy of results delivered to You in real time. For the avoidance of doubt, Faddom shall not use any data accessed via Enhanced Access for the purpose of training, fine-tuning, or improving any general artificial intelligence models, algorithms, or systems, or for any other purpose unrelated to the provision of the Compass AI feature specifically to You. You may enable or disable Enhanced Access at any time through the Software's system settings without restriction or penalty.

Queries may contain user-provided information and are retained only for as long as necessary to provide the feature or as permissible and/or required under applicable law. With respect to data accessed via Enhanced Access (including any sensitive or proprietary information contained therein), Faddom shall not use, store, or retain any such data beyond the duration of the active session for which access was granted. Such data is processed on a transient basis only and is permanently and irrevocably deleted immediately upon session termination or transition to a new session.

- 9.2. We may retain certain non-personal data for monitoring, audit and record-keeping purposes, as well as other purposes, all as permissible and/or required under applicable law. By analyzing data we receive, including usage data and technical metadata generated by the Software (such as telemetry and logs), we may compile statistical data across a variety of platforms and users ("**Statistical Data**"). This helps us operate, maintain, analyze, develop, and improve the Software and related services. Statistical Data helps understand trends and customer-needs so that new products and services can be considered and existing products and services can be tailored to customer desires. Statistical Data is anonymous and aggregated and we will not link Statistical Data to any personal data or Your Confidential Information. We may share such Statistical Data with our partners, without restriction, on commercial terms that we can determine in our sole discretion. To the fullest extent permitted by law, You grant Faddom a limited, non-exclusive, royalty-free, revocable license to use Your organization's name and logo (without any Personal Data) to identify You as a customer on Faddom's website and in marketing materials, without implying endorsement. You may revoke this permission at any time by written notice, after which Faddom will use commercially reasonable efforts to cease new uses.
- 9.3. The data that Faddom collects and processes in its capacity as a "Controller" as defined under applicable data privacy laws (e.g., customer's contact and billing related data, marketing data, etc.), shall be subject to the provisions of Faddom's Privacy Policy available [here](#).

10. Password and Security; Customer Obligations.

Access to the Software may require a username and/or password and/or license keys or activation codes (collectively, "**Access Credentials**"). You may not reveal Your Access Credentials to anyone else, nor



may You use anyone else's Access Credentials. You are responsible for maintaining the confidentiality of Access Credentials and for all activities under Your account. Faddom is not responsible for losses incurred by You as the result of Your misuse of or failure to secure Access Credentials, to the maximum extent permitted by law. You will notify Faddom immediately if Your Access Credentials or account is compromised or lost and promptly change affected Access Credentials. Faddom is not liable for any damages or losses caused by someone using Your Access Credentials without Your permission and may suspend or disable access to protect security or prevent unauthorized use. You must use the Software in a lawful manner and not use the Software for any unlawful, harmful, or fraudulent purpose, or in any manner that could damage, disable, overburden, or impair the Software. You are responsible for obtaining and maintaining any hardware, software, or services needed to access and use the Software, and for all related costs.

11. Term and Termination.

- 11.1. **Term.** This Agreement takes effect when You click the "ACCEPT" (or otherwise indicate assent) button after selecting the "ACCEPT" button below and will remain in force until terminated as set forth in this Section 11.
- 11.2. **Termination.** Faddom may terminate this Agreement if You cease to use the Software for a period of twelve (12) or more consecutive months. In addition, either party may terminate this Agreement by written notice, effective immediately or as stated in the notice, if the other party is in material breach of any term, condition or provision of this Agreement, which breach is not cured within thirty (30) days after the non-defaulting party gives written notice of such breach. Faddom may also (without liability) suspend or disable the Software or Your access to it, or terminate this Agreement immediately, if: (a) You breach Section 3 (License Restrictions) or use the Software unlawfully; (b) such action is reasonably necessary to address security, fraud, or legal/compliance risk; or (c) You fail to pay any amounts due (if applicable) when due and such failure continues for ten (10) days after notice.
- 11.3. **Effect of Termination.** Upon any termination or expiration of this Agreement (or any license for the Software), You shall immediately cease all use of the Software, and within thirty (30) days, You shall return to Faddom the Software and all partial and complete copies, all Documentation relating thereto, and any other Confidential Information in Your possession that is in tangible form and permanently delete all Confidential Information in electronic form (including any license keys or activation codes). You shall furnish to Faddom a certificate signed by an executive officer of You verifying that the same has been done. Fees paid are non-refundable, and termination does not affect obligations accrued prior to termination. Sections 2.2, 3, 5, 6.2, 6.3, 7, 8, 9, and this Section 11 shall survive any termination or expiration of this Agreement.

12. Open Source Notices.

- 12.1. The Software contains certain third-party open source software and free software components listed in Appendix A (the "**Open Source Components**"). Use of any Open Source Component is subject to its license as identified in Appendix A (such may be amended from time to time). Each Open Source Component has its own copyright and license terms. To the extent an Open Source Component's license grants You broader rights (e.g., to use, copy, or modify) or prohibits any restriction in this Agreement, that license will control for that component only. The Software may also enable access to,



or integration with, third-party products, services, or websites (“**Third-Party Services**”). Any use of Third-Party Services is at Your own risk and subject to the terms and conditions of the relevant third party. Faddom does not control, endorse, or assume any responsibility for Third-Party Services, and disclaims all liability arising from Your use of them. You are solely responsible for complying with all agreements, policies, and laws applicable to Your use of any Third-Party Services.

13. **Export Controls and Sanctions.** You agree to comply with all applicable export control and sanctions laws. You will not export, re-export, or provide the Software to any country, entity, or person prohibited by such laws. You represent that you are not subject to any government sanctions or on any restricted party lists. Faddom may suspend or terminate your license if you breach this obligation.
14. **Miscellaneous.**
 - (i) **Waiver.** Any waiver of any provision of this Agreement or of a party's rights or remedies must be in writing and signed to be effective. Failure, neglect, or delay by a party to enforce this Agreement or its rights or remedies at any time shall not be construed as a continuing or further waiver and shall not affect the validity of any part of this Agreement or prejudice the right to take subsequent action;
 - (ii) **Integration.** This Agreement (including any addenda or amendments) contains the entire agreement of the parties with respect to its subject matter and supersedes all prior communications, representations, understandings, and agreements, whether oral or written;
 - (iii) **Amendment.** Faddom may amend or modify this Agreement upon notice (including by posting an updated version or otherwise notifying You); Your continued use of the Software after such notice constitutes acceptance of the updated terms. Except as foregoing, no amendment is effective unless in writing and signed by Faddom;
 - (iv) **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions will remain in full force and effect;
 - (v) **Assignment.** You may not assign this Agreement, by operation of law or otherwise, without Faddom's prior written consent. Faddom may assign this Agreement, in whole or in part, to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all assets;
 - (vi) **Force Majeure.** Neither party will be liable for any delay or failure to perform due to causes beyond its reasonable control, including acts of God, war, terrorism, labor disputes, or internet failures;
 - (vii) **Governing Law, Jurisdiction.** This Agreement is governed by the laws of the State of Israel, without regard to its conflict of law principles. Each party irrevocably submits to the exclusive jurisdiction of the courts of Tel Aviv, Israel, except that temporary relief sought solely by Faddom to enjoin infringement of intellectual property rights may be sought in any court. The United Nations Convention on Contracts for the International Sale of Goods does not apply.
15. If you have any questions about this Agreement, the Software, or wish to contact Faddom for support or legal matters, please contact us at: support@faddom.com



Appendix A

Licenses for Third Party and Open Source Software Used in Faddom

Name	Package	License Type	License URL
Apache Commons	commons, org.apache	Apache License 2.0	https://www.apache.org/licenses/LICENSE-2.0
Apache HTTP Client	org.apache.httpcomponents.client5.httpclient5	Apache License 2.0	https://www.apache.org/licenses/LICENSE-2.0
Apache POI	org.apache.poi	Apache License 2.0	https://www.apache.org/licenses/LICENSE-2.0
Apache Santuario	org.apache.santuario.xmlsec	Apache License 2.0	https://www.apache.org/licenses/LICENSE-2.0
Apache Tomcat	org.apache.tomcat	Apache License 2.0	https://www.apache.org/licenses/LICENSE-2.0
Atmosphere Runtime	org.atmosphere.atmosphere-runtime	Apache License 2.0	https://www.apache.org/licenses/LICENSE-2.0
Avi SDK	com.vmware.avisdk	BSD 2-Clause License	https://opensource.org/license/bsd-2-clause/
AWS SDK	software.amazon.awssdk	Apache License 2.0	https://www.apache.org/licenses/LICENSE-2.0
Azure SDK	com.azure	MIT License	https://opensource.org/licenses/MIT
Bouncy Castle	org.bouncycastle	Bouncy Castle License	https://www.bouncycastle.org/licence.html
Citrix Nitro	com.citrix.netscaler.nitro	Apache License 2.0	https://www.apache.org/licenses/LICENSE-2.0
CVSS Calculator	us.springett.cvss-calculator	Apache License 2.0	https://www.apache.org/licenses/LICENSE-2.0
Eclipse Angus	org.eclipse.angus	EPL 2.0 and/or GPL with Classpath Exception	https://www.eclipse.org/legal/epl-2.0/
Eclipse Collections	org.eclipse.collections.eclipse-collections	EPL 2.0	https://www.eclipse.org/legal/epl-2.0/
Google API Extensions	com.google.api.gax	Apache License 2.0	https://www.apache.org/licenses/LICENSE-2.0
Google Cloud SDK	com.google.cloud	Apache License 2.0	https://www.apache.org/licenses/LICENSE-2.0



Gson	com.google.code.gson.gson	Apache License 2.0	https://www.apache.org/licenses/LICENSE-2.0
Guava	com.google.guava.guava	Apache License 2.0	https://www.apache.org/licenses/LICENSE-2.0
HikariCP	com.zaxxer.HikariCP	Apache License 2.0	https://www.apache.org/licenses/LICENSE-2.0
Jackson	com.fasterxml.jackson.core	Apache License 2.0	https://www.apache.org/licenses/LICENSE-2.0
Jakarta EE	jakarta	EPL 2.0 and GPL 2.0 with Classpath Exception	https://www.eclipse.org/legal/epl-2.0/
Java JWT	com.auth0.java-jwt	MIT License	https://opensource.org/licenses/MIT
javax Inject	javax.inject(javax.inject	Apache License 2.0	https://www.apache.org/licenses/LICENSE-2.0
Jax-WS	com.sun.xml.ws.rt	CDDL 1.1 / GPL 2.0 with Classpath Exception	https://openjdk.org/legal/gplv2+ce.htm
JAXB API	javax.xml.bind.jAXB-api	CDDL 1.1 / GPL 2.0 with Classpath Exception	https://openjdk.org/legal/gplv2+ce.htm
Jersey	org.glassfish.jersey	CDDL 1.1 / GPL 2.0 with Classpath Exception	https://openjdk.org/legal/gplv2+ce.htm
JNA Platform	net.java.dev.jna.jna-platform	Apache License 2.0 or LGPL 2.1	https://www.apache.org/licenses/LICENSE-2.0
JSch	com.github.mwiede.jsch	BSD 3-Clause License	https://opensource.org/licenses/BSD-3-Clause
JSign Maven Plugin	net.jsign.jsign-maven-plugin	Apache License 2.0	https://www.apache.org/licenses/LICENSE-2.0
JSON	org.json.json	MIT-style license	https://opensource.org/licenses/MIT
JSoup	org.jsoup.jsoup	MIT License	https://opensource.org/licenses/MIT
JUNG	net.sf.jung	BSD 3-Clause License	https://opensource.org/licenses/BSD-3-Clause
Kubernetes Client Java	io.kubernetes.client-java	Apache License 2.0	https://www.apache.org/licenses/LICENSE-2.0
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