SILVERFORT - SOFTWARE LICENSE AGREEMENT

BY CLICKING "I AGREE" OR BY INSTALLING, ACCESSING AND/OR USING THE SILVERFORT IDENTITY PROTECTION SOFTWARE PLATFORM, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU, OR THE COMPANY YOU REPRESENT ("**YOU**" OR "**LICENSEE**") ARE ENTERING INTO A LEGAL AGREEMENT WITH **SILVERFORT, INC.** OR ANY OF ITS WHOLLY OWNED SUBSIDIARIES, INCLUDING **SILVERFORT LTD., SILVERFORT PTE. LTD.** OR **SILVERFORT GMBH** – AS APPLICABLE ("**SILVERFORT**"), AND HAVE UNDERSTOOD AND AGREE TO COMPLY WITH, AND BE LEGALLY BOUND BY, THE TERMS AND CONDITIONS OF THIS AGREEMENT, AS AMENDED FROM TIME TO TIME ("**AGREEMENT**"). SILVERFORT AND LICENSEE MAY EACH BE INDIVIDUALLY REFERRED TO HEREIN AS A "**PARTY**" AND COLLECTIVELY AS THE "**PARTIES**". YOU HEREBY WAIVE ANY APPLICABLE RIGHTS TO REQUIRE AN ORIGINAL (NON-ELECTRONIC) SIGNATURE OR DELIVERY OR RETENTION OF NON-ELECTRONIC RECORDS, TO THE EXTENT NOT PROHIBITED UNDER APPLICABLE LAW. IF YOU HAVE ALREADY ENTERED INTO A SEPARATE WRITTEN LICENSE AGREEMENT DIRECTLY WITH SILVERFORT, IN CONNECTION WITH THE ACCESS TO OR USE OF THE SOFTWARE, THEN THIS AGREEMENT SHALL NOT APPLY. SILVERFORT MAY AT ANY TIME UPDATE THIS AGREEMENT BY POSTING AN UPDATED AGREEMENT, WITHIN THE SOFTWARE ("**UPDATED AGREEMENT**"). ANY UPDATED AGREEMENT WILL BE EFFECTIVE AS OF THE DATE MENTIONED WITHIN SUCH UPDATED AGREEEMENT AND YOUR CONTINUED USE OF THE SOFTWARE WILL CONSTITUTE YOUR CONSENT TO BE BOUND BY THE UPDATED AGREEEMENT.

IF YOU HAVE PURCHASED THE LICENSE GRANTED HEREUNDER FROM A PARTNER, RESELLER OR DISTRIBUTOR AUTHORIZED BY SILVERFORT ("**PARTNER**"), TO THE EXTENT THERE IS ANY CONFLICT BETWEEN THIS AGREEMENT AND THE AGREEMENT ENTERED BETWEEN YOU AND THE RESPECTIVE PARTNER, INCLUDING ANY PURCHASE ORDER ("**PARTNER ORDER FORM**"), THEN, AS BETWEEN YOU AND SILVERFORT, THIS AGREEMENT SHALL PREVAIL. ANY RIGHTS GRANTED TO YOU IN SUCH PARTNER ORDER FORM WHICH ARE NOT CONTAINED IN THIS AGREEMENT, APPLY ONLY IN CONNECTION WITH SUCH PARTNER. IN THAT CASE, YOU MUST SEEK REDRESS OR REALIZATION OR ENFORCEMENT OF SUCH RIGHTS SOLELY WITH SUCH PARTNER AND NOT SILVERFORT. THE TERMS & CONDITIONS OF THIS AGREEMENT SHALL GOVERN AND REPLACE ANY TERMS & CONDITIONS CONTAINED IN ANY OTHER DOCUMENTS PROVIDED BY LICENSEE.

1. Definitions

1.1. "**Affiliate**" means any entity which directly or indirectly controls, is controlled by or is under common control with a Party, where "control" means owning 50% or more of the voting securities of such entity.

1.2. "**Documentation**" means any materials that Silverfort provides or makes available to Licensee, which contains instructions on how to utilize the Software.

1.3. "**Licensee Data**" means any data or data logs containing identifiable information regarding the activity of Licensee's individual users (such as usernames, service names or network addresses) within the Software.

1.4. "**Licensee Order Form**" means, as applicable, any written or electronic order form (i) issued by Silverfort and agreed to by Licensee or (ii) issued by Licensee in full compliance with and pursuant to a Proposal made by Silverfort to Licensee, each for the provision by Silverfort of a license for the Software and/or the Support Services.

1.5. "**Order Form**" means either a Partner Order Form or a Licensee Order Form, as applicable.

1.6. "**Proposal**" means any written or electronic price proposal, made by Silverfort to Licensee, setting forth the scope and price of the license for the Software and/or the provision of the Support Services, as applicable.

1.7. "**Protected and Monitored User Accounts**" means the Licensee's user accounts, as well as service accounts, which are audited, analyzed and/or secured by the Software.

1.8. "**Support Services**" means any support services provided by Silverfort to Licensee, as set forth in the applicable Order Form.

1.9. "**Software**" means Silverfort's Identity Protection Software Platform, either installed on premises with the Licensee, in machine-readable, object code format only ("**On-premise Software**") OR provided in the form of cloud-based software-as-service ("**SaaS Software**"). The term "Software" shall also include, if applicable, Software Updates.

1.10. "**Software Updates**" means any updates, upgrades, modifications, improvements, enhancements, new versions, new releases and corrections to the Software and any derivative works based on the Software, including, in each case, any error corrections, patches and bug fixes.

1.11. "**Usage Data**" means any metrics, analytics, statistics, information or data related to the use or operation of the Software, collected or otherwise obtained by Silverfort.

2. License & Subscription

2.1. Software License & Subscription. Subject to the terms and conditions of this Agreement and the Order Form, Silverfort hereby grants Licensee a non-exclusive, non-sublicensable, non-transferable, revocable license OR revocable subscription (as applicable), for the duration of the Term (as defined below), to use the Software solely in object code format or SaaS form, and for internal business security purposes only ("**License**"). The License shall be limited to the maximum number of Protected and Monitored User Accounts specified in the Order Form, which may be assigned to members of either Licensee or Licensee's Affiliates in accordance with all the terms and conditions of this Agreement. The Software will be deemed accepted upon delivery.

2.2. Documentation. During the Term, Licensee (and its relevant Affiliates) may use the Documentation solely for Licensee's internal business security purposes and in connection with Licensee's use of the Software.

2.3. Reservation of Rights. Other than the limited rights explicitly granted under this Agreement, Licensee shall have no rights, express or implied, in the Software or the Documentation and all such rights are reserved by Silverfort.

2.4. Use Restrictions. Licensee shall not, directly or indirectly: (i) sell, lease, sublicense or distribute the Software, or any part thereof, or otherwise transfer the Software, or any part thereof, or allow any third party to use the Software, or any part thereof, in any manner; (ii) install or access the Software, or any part thereof, on a server not owned by, under the control of and/or possession of Licensee or its Affiliates; (iii) reverse engineer, decompile, disassemble or otherwise reduce to human-perceivable form the Software's source code, or any part thereof; (iv) copy (save for a backup copy of the On-premise Software, as may be necessary for its lawful use under

and in accordance with this Agreement, the location of which shall always be monitored and subject to the limitations hereunder), modify, revise, enhance or alter the Software, or any part thereof; (v) make the Software, or any part thereof, accessible to other users or the public; (vi) circumvent, disable or otherwise interfere with security-related features of the Software, or any part thereof, or features that prevent or restrict use or copying of any content or that enforce limitations on use of the Software, or any part thereof; (vii) interfere or attempt to interfere with the integrity or proper working of the Software, or any part thereof; (viii) remove, alter or obscure any proprietary notice displayed on or via the Software, or any part thereof; (ix) use the Software, or any part thereof, to violate any applicable laws; (x) represent that it possesses any proprietary interest in the Software, or any part thereof; (xi) publish or disclose to any third party any: reviews, testing results, information, or the results of any benchmark test of the Software, or any part thereof, without Silverfort's express prior written consent; (xii) attempt to circumvent or otherwise bypass the maximum number of Protected and Monitored User Accounts set forth in the Order Form; (xiii) transmit or upload through the Software any viruses, trojan horses, worms, time bombs, cancelbots or any other programs with the intent or effect of damaging, destroying, disrupting or otherwise impairing the Software or any other person's or entity's data, network, computer system or other equipment; and/or (xiv) solicit, encourage, permit, allow or assist any person to do any of the foregoing.

2.5. Open-Source Licenses. The Software includes certain open-source code software and materials that are subject to their respective open source licenses. A list of third-party open-source software and related open source licenses will be available on Silverfort's online customer portal (or similar location) as may be updated from time to time by Silverfort.

2.6. Software Updates. Silverfort may, from time to time and in its sole discretion, deliver Software Updates to Licensee, provided that such Software Updates will not materially reduce the level of performance, security or availability of the Software. Silverfort shall also update the Documentation to reflect any such Software Updates and make such updated Documentation available to Licensee. For the avoidance of doubt: (i) updates to the SaaS Software will be made automatically by Silverfort, in its sole discretion; (ii) if a Licensee, using the On-Premise Software, does not install Software Updates, Silverfort cannot commit to providing any continued support and/or maintenance to older On-premise Software versions, however, Silverfort will make reasonable efforts to support Software versions which are no more than 6 months older than the most recent version of the On-premise Software.

2.7. Support Services. Subject to the terms hereunder, Silverfort shall provide Support Services if and as provided in any Order Form only.

3. Licensee Data and Analytics Information

3.1. The Software may monitor Licensee Data in order to detect and prevent cyber threats. Licensee is the exclusive owner of all Licensee Data. To the extent any Licensee Data is made available to Silverfort, Licensee hereby grants Silverfort a non-exclusive, irrevocable, non-sublicensable, royalty-free, fully paid-up right and license to use such Licensee Data, in order to perform Silverfort's obligations hereunder and under the Order Form (including the provision of the Software and any Software Updates).

3.2. Licensee represents and warrants that, to the extent Licensee Data includes personally identifiable information (as defined in applicable data privacy laws) ("**Personal Data**"), Licensee has the appropriate legal bases and required consents and has acted in compliance with all applicable privacy laws and regulations (including the EU's General Data Protection Regulation ("**GDPR**")), as to allow Silverfort to receive (including transfers outside of the European Economic Area), process and use such Licensee Data solely in order to perform Silverfort's obligations hereunder. In the event a data processing agreement is required under GDPR, the terms of the standard Data Processing Agreement available, at - https://www.silverfort.com/wp-content/uploads/2024/01/Silverfort-DPA-for-Clients-Online-Jan-2024.pdf ("**DPA**") shall apply.

3.3. In the event Licensee fails to comply with any applicable data privacy law or regulation and/or (ii) fails to comply with any provision of the DPA then: (a) to the maximum extent permitted by law, Licensee shall be solely and fully responsible and liable for any such breach, violation, infringement and/or processing of Personal Data by Silverfort or any of Silverfort's affiliates or subsidiaries (including, without limitation, Silverfort's employees, officers, directors, subcontractors and agents), and the consequences of any of the foregoing; (b) in the event of any claim of any kind related to any such breach, violation or infringement and/or any claim related to processing of Personal Data, Licensee shall defend, hold harmless and indemnify Silverfort and Silverfort's affiliates and subsidiaries (including, without limitation, their employees, officers, directors, subcontractors and agents) from and against any and all losses, penalties, fines, damages, liabilities, settlements, costs and expenses, including reasonable attorneys' fees; and (c) the limitation of Licensee's liability under Section 11 below shall not apply with respect to paragraphs (a) and (b) above.

4. Software Usage. If requested by Silverfort, Licensee shall disclose the total number of Protected and Monitored User Accounts which utilize the Software, in order to verify that usage of the Software is made in accordance with the terms of the Order Form.

5. Payments. The license granted hereunder and the provision of Support Services, if applicable, are subject to the full payment of the applicable fees due to Silverfort.

6. U.S. Government Use. The Software is a "commercial computer software" and a "commercially available off-the-shelf (COTS) item" as defined under FAR 2.101, developed entirely at the private expense of Silverfort. If licensed by or on behalf of a US federal, state or local government agency ("**Government**"), the Government acquires a license to the Software, subject to the terms of this Agreement. This Section is in lieu of and supersedes any other Federal Acquisition Regulation, Department of Defense Federal Acquisition Regulation Supplement or any other clause or provision that addresses government rights in computer software, technical data and/or professional services.

7. Title & Ownership

7.1. Software. The Software is not for sale and is and shall remain Silverfort's exclusive property. All right, title and interest in and to the Software, including any intellectual property rights therein and any and all improvements and derivative works thereof are and shall remain, as between the Parties, owned exclusively by Silverfort. To the extent Licensee acquires any right, title or interest in or to any Software, Licensee hereby irrevocably and perpetually assigns to Silverfort all such right, title and interest. Nothing herein constitutes a waiver of Silverfort's intellectual property rights under any applicable laws.

7.2. Feedback. If Silverfort receives any feedback regarding any of its Support Services and/or products, including the Software ("**Feedback**"), all Feedback, including all intellectual property rights therein, shall be provided on an "AS-IS" basis and without any

warranty of any kind, shall be owned exclusively by Silverfort and shall be considered Silverfort's Confidential Information. Licensee hereby irrevocably and perpetually assigns to Silverfort all Feedback and all intellectual property rights therein and Licensee hereby waives any and all moral rights that Licensee may have in such Feedback.

7.3. Any Usage Data, which is derived from the use of the Software, is owned by Silverfort and may be used, among other things, for maintaining, providing, updating, fixing and improving the Software and any related services, for research and development purposes, and/or for statistical purposes.

8. Confidentiality

8.1. A Party ("**Disclosing Party**") may disclose to the other Party ("**Receiving Party**") certain confidential, proprietary or other non-public information, including technical, marketing, financial, employee and planning ("**Confidential Information**"). Regardless of whether identified as confidential, any information that the Receiving Party knew or reasonably should have known under the circumstances, was considered confidential or proprietary by the Disclosing Party, shall be considered Confidential Information of the Disclosing Party. For clarity, any information regarding the operation or functionality of the Software shall be deemed Silverfort's Confidential Information.

8.2. The Receiving Party shall not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted hereunder or the Order Form and shall disclose the Confidential Information of the Disclosing Party only to such employees or contractors of the Receiving Party who have a need to know such Confidential Information ("**Authorized Recipient**") for purposes of this Agreement or the Order Form, and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. Without limiting the foregoing, the Receiving Party is liable hereunder for any disclosure by an Authorized Recipient that is not in conformance with this Agreement. For clarity, Silverfort may use Licensee's Confidential Information in order to comply with obligations under the Agreement as well as administering and operating its services to Licensee. The Receiving Party shall protect the Disclosing Party's Confidential Information from unauthorized use, access or disclosure in the same or a similar manner as the Receiving Party protects its own confidential or proprietary information of a similar nature, and in any event with no less than reasonable care.

8.3. The Receiving Party's obligations under this Section 8, with respect to any Confidential Information of the Disclosing Party, shall not apply when the Receiving Party can document that such information: (i) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (ii) was disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality obligations or restrictions; (iii) is, or through no fault of the Receiving Party has become, generally available to the public; or (iv) was independently developed by the Receiving Party without reference to, or use of, the Disclosing Party's Confidential Information. The Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party promptly notifies the Disclosing Party of such required disclosure and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and sole expense, in any lawful action to contest or limit the scope of such required disclosure.

9. Limited Warranty; Disclaimers

9.1. Each Party represents and warrants that it is duly organized and validly existing under the laws of its jurisdiction of incorporation or organization; and that the execution and performance of this Agreement will not conflict with other agreements to which it is bound or violate applicable law.

9.2. Licensee represents and warrants that it owns, or has obtained the necessary rights, permissions and/or waivers, to install, use and/or access the Software on the server on which the Software is or will be installed, used, or accessed and in order to monitor and inspect the server.

9.3. Except for any third-party products, systems and/or services, specifically detailed in any Silverfort pre-requisites document, which may be provided as part of the Documentation, Silverfort may but will not be obligated to cooperate and/or partner with any other third-party product, system and/or services the Licensee may have, for the purpose of integration with and/or connection between the Software and such third party products, systems and/or services ("**Third Party Products**"). Silverfort disclaims all warranties of any kind, and all indemnities, obligations and other liabilities in connection with all such Third Party Products.

9.4. Except as set forth in this Section 9, the Software is provided on an "AS IS" and "As Available" basis without representations or warranties of any kind or nature, whether express, implied, statutory or otherwise. To the maximum extent permitted by applicable law, Silverfort specifically disclaims all implied warranties of merchantability, fitness for a particular purpose, title, non-infringement of third-party rights or arising from a course of dealing, usage or trade practice. Silverfort shall not be responsible for any warranties and representations made by any Partner to Licensee and such warranties and representations are the sole responsibility of such Partner.

10. Indemnification

10.1. Silverfort agrees to defend, at its expense, any third party action or suit brought against Licensee alleging that the Software, when used as permitted hereunder and under the Order Form, infringes intellectual property rights of a third party ("**IP Infringement Claim**") and Silverfort will pay any damages awarded in a final judgment against the Licensee that are attributable to any such claim, provided that (i) Licensee promptly (and in no less than 10 business days) notifies Silverfort in writing of such claim; (ii) Licensee grants Silverfort the sole authority to handle the defense or settlement of any such claim, at Silverfort's sole cost and expense (provided that no admission of guilt or payment of funds is required from Licensee); and (iii) Licensee provides Silverfort with all reasonable information and assistance with respect to such claim. Silverfort shall not be bound by any settlement into which Licensee enters without obtaining Silverfort's prior written consent.

10.2. If the Software becomes, or in Silverfort's opinion is likely to become, the subject of an IP Infringement Claim, then Silverfort may, at its sole discretion: (i) procure for Licensee the right to continue using the Software; (ii) replace or modify the Software to avoid the IP Infringement Claim; or (iii) terminate this Agreement upon written notice to Licensee.

10.3. Notwithstanding the foregoing**,** Silverfort shall have no responsibility for IP Infringement Claims resulting from or based on: (i) modifications to the Software made by a party other than Silverfort or a party that Silverfort directs to modify the Software; (ii) Licensee's failure to implement Software Updates provided by Silverfort; (iii) Licensee's combination of the Software with

equipment, devices or software not supplied by or authorized by Silverfort; and (iv) Licensee's use of the Software that otherwise violates the terms of this Agreement and/or the Order Form.

10.4. This Section 10 states Silverfort's entire liability and Licensee's exclusive remedy for IP Infringement Claims.

11. **Limitation of Liability**. EXCEPT FOR ANY DAMAGES RESULTING FROM ANY BREACH OF EITHER PARTY'S CONFIDENTIALITY OBLIGATIONS, AND/OR LICENSEE'S VIOLATION OF SILVERFORT'S INTELLECTUAL PROPERTY RIGHTS (NOT INCLUDING HAVING AN EXCESS NUMBER OF PROTECTED AND MONITORED USER ACCOUNTS, THAT WILL ONLY REQUIRE THE PAYMENT OF ADDITIONAL FEES), TO THE EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF DATA, REVENUE, PROFITS, BUSINESS, GOODWILL, REPUTATION OR OTHER INTANGIBLE LOSSES, THAT ARISE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY ORDER FORM, OR THAT RESULTS FROM THE USE OF, OR THE INABILITY TO USE, THE SOFTWARE, REGARDLESS OF THE NATURE OF THE CLAIM AND EVEN IF A PARTY HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

EXCEPT FOR SILVERFORT'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10, ANY DAMAGES RESULTING FROM ANY BREACH OF EITHER PARTY'S CONFIDENTIALITY OBLIGATIONS HEREIN, AND/OR DAMAGES RESULTING FROM LICENSEE'S VIOLATION OF SILVERFORT'S INTELLECTUAL PROPERTY RIGHTS (NOT INCLUDING HAVING AN EXCESS NUMBER OF PROTECTED AND MONITORED USER ACCOUNTS, THAT WILL ONLY REQUIRE THE PAYMENT OF ADDITIONAL FEES), TO THE EXTENT PERMITTED BY LAW, EITHER PARTY'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL DAMAGES AND LOSSES THAT ARISE UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY ORDER FORM, OR THAT RESULT FROM LICENSEE'S USE OF OR INABILITY TO USE THE SOFTWARE, SHALL NOT IN ANY CIRCUMSTANCE EXCEED THE TOTAL AMOUNTS, IF ANY, ACTUALLY PAID TO SILVERFORT UNDER THE RELEVANT ORDER FORM, DURING THE 12 MONTHS PRECEDING THE DATE A CLAIM IS BROUGHT. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. THE LIMITATIONS IN THIS SECTION 0 DO NOT APPLY TO PAYMENTS DUE TO SILVERFORT UNDER THIS AGREEMENT AND ANY ORDER FORM AND TO ANY DAMAGES ARISING FROM A PARTY'S WILLFUL MISCONDUCT OR PERSONAL INJURY.

12. **Export.** Each Party will comply with all applicable export laws and sanctions compliance regulations ("**Export Laws**") of any country or organization of nations with jurisdiction over such Party. The use of the Software shall be subject to all US, EU, Israeli and other applicable Export Laws, as well as the Export Laws of any country or organization of nations within whose jurisdiction the Licensee (or its Affiliates and authorized users) operates or does business, as amended from time to time.

13. **Term and Termination**

13.1. Term. Unless terminated earlier in accordance with the terms hereunder, this Agreement and the licenses granted herein are effective for the duration of the term set forth in the Order Form ("**Term**"). For the avoidance of doubt, Licensee acknowledges and agrees that the terms of this Agreement shall apply to the Parties' relationship, as long as Licensee is using the Software, including in the event the applicable Term has expired and/or if an Order Form was not issued, but the Licensee is able to continue using the Software.

13.2. Cross-Termination. In the event that the Order Form expires or is otherwise terminated, this Agreement shall automatically terminate, unless otherwise noted by Silverfort in writing. In the event that this Agreement is terminated, the Order Form shall automatically terminate.

13.3. Off Boarding Services - Following the Term lapse and upon Licensee request, Silverfort will reasonably assist with the off boarding of the Software.

13.4. Material Breach. Either Party may terminate this Agreement at any time by giving written notice to the other Party, if the other Party is in breach or default of any material provision of this Agreement or the Order Form (including failure to pay fees due under the Order Form) and, if curable, fails to cure such breach or default, within 30 days after being provided written notice of such breach (sufficiently specifying details of the breach or default and requiring the same to be remedied) by the non-breaching Party.

13.5. Consequences of Expiration or Termination. Upon expiration or termination of this Agreement: (i) Licensee will immediately cease use of the Software; (ii) Licensee will return the Software and all copies thereof, as well as the Documentation, to Silverfort; (iii) Licensee will erase or otherwise destroy all copies of the Software in its and or its Affiliates' possession; and (iv) at the Disclosing Party's option, Receiving Party will destroy or return any and all of Disclosing Party's Confidential Information. In addition, upon Licensee's written request, Silverfort will provide Licensee with such assistance as is reasonably required, in order to ensure the orderly off-boarding of the Software.

14. **Governing Law**.

14.1. American Licensees. If you are domiciled in the Americas or if your corporate headquarters is located in the Americas: (i) this Agreement and the Order Form, and any disputes between you and Silverfort in connection with this Agreement or the Order Form, shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws rules; and (ii) you agree to submit to the personal and exclusive jurisdiction of the state and federal courts located in New York County and waive any jurisdictional, venue, or inconvenient forum objections to such courts.

14.2. <u>Singapore Licensees</u>. If you are domiciled in Singapore or if your corporate headquarters is located in Singapore: (i) this Agreement and the Order Form, and any disputes between you and Silverfort in connection with this Agreement or the Order Form, shall be governed by and construed in accordance with the laws of Singapore, without regard to its conflict of laws rules; and (ii) you agree to submit to the personal and exclusive jurisdiction of the competent courts located in Singapore and waive any jurisdictional, venue, or inconvenient forum objections to such courts.

14.3. <u>Other Licensees</u>. If you are not domiciled in the Americas or Singapore and your corporate headquarters is not located in the Americas or Singapore: (i) this Agreement and the Order Form, and any disputes between you and Silverfort in connection with this Agreement or the Order Form, shall be governed by and construed in accordance with the laws of the State of Israel without regard to its conflict of laws rules; and (ii) you agree to submit to the personal and exclusive jurisdiction of the courts located in Tel Aviv-Yaffo, and waive any jurisdictional, venue, or inconvenient forum objections to such courts.

14.4. Notwithstanding the above, Silverfort may seek injunctive or other equitable relief or other relief necessary to prevent or restrain a breach of this Agreement or the Order Form, in any jurisdiction.

15. **Silverfort Measures**. Silverfort will maintain, within its own internal systems, adequate safeguards for the protection of the security and confidentiality of Licensee Data, in accordance with applicable law and industry standards. Such safeguards will include, but will not be limited to, security related policies and procedures, standards and practices designated for the protection of Licensee Data and for preventing access, use, modification or disclosure of Licensee Data by Silverfort personnel, except (i) to provide the Software and Support Services or address technical problems; (ii) to enforce this Agreement; (iii) as compelled by applicable law; or (iv) as Licensee expressly permits in writing. Silverfort will also use industry standard measures in order for the Software, when and as delivered, to be free from material defects and free from viruses and other malicious codes.

16. **Force Majeure**. With the exception of the obligations to pay all fees to Silverfort, neither Party will be liable to the other Party for any delay or failure to perform, which is due to fire, pandemics, viruses, epidemics, travel advisories as to health, security and/or terrorism, floods, lockouts, transportation delays, wars, acts of God, governmental rules or orders, strikes or other causes beyond its reasonable control. However, in such event, both Parties will resume performance promptly after the cause of such delay or failure has been removed.

17. **Miscellaneous**

17.1. <u>Entire Agreement</u>. This Agreement, including any proposals and any exhibits attached or referred hereto, together with the Order Form, constitutes the entire, complete and exclusive agreement between the Parties, pertaining to the subject matter hereof and supersedes and cancels all prior oral and written agreements with respect to this subject matter, and may be amended only by a written agreement executed by both Parties.

17.2. <u>Waiver</u>. The failure of either Party to enforce any rights under this Agreement or the Order Form or to take action against the other Party in the event of any breach, shall not be deemed a waiver by that Party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

17.3. <u>Severability</u>. If any provision of this Agreement or the Order Form is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.

17.4. <u>Notices</u>. Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon delivery, when delivered personally or by overnight courier or sent by email, or 5 days after being deposited in the mail as certified or registered mail with postage prepaid, addressed to the Party to be notified at such Party's address first notified in writing to the other Party or as subsequently modified by written notice.

17.5. <u>Assignment</u>. Neither Party may assign or otherwise transfer, whether by operation of applicable law or otherwise, its rights or obligations under this Agreement and the Order Form without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, this Agreement and the Order Form may be assigned or transferred by Silverfort in connection with a merger, consolidation, sale of all of the equity interests of Silverfort, or a sale of all or substantially all of the assets of Silverfort to which this Agreement and the Order Form relates. Any assignment or other transfer of this Agreement or any Order Form in contravention of this <u>Section 17.5</u> shall be null and void.

17.6. <u>Independent Contractors</u>. This Agreement and the Order Form do not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the Parties.

17.7. <u>Survival</u>. Sections <u>1</u>, <u>2.4.</u> <u>3.1</u>, <u>3.3</u>, <u>7</u> , <u>9.4</u>, <u>11</u>, <u>12</u>, 13, 13.5 and <u>16</u> shall survive the termination or expiration of this Agreement.

Updated on March 2025