

END USER LICENSE AGREEMENT

PLEASE READ THESE TERMS CAREFULLY. BY ACCESSING, INSTALLING, OR OTHERWISE USING KODEM SECURITY INC.'S INCLUDING ITS AFFILIATES AND SUBSIDIARIES (COLLECTIVELY, "**COMPANY**") SENSORS AND SOLUTION (EACH AS DEFINED BELOW) (COLLECTIVELY, "**SERVICES**"), YOU ACCEPT ALL OF THE TERMS OF THIS END USER LICENSE AGREEMENT ("**AGREEMENT**"). IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT USE THE SERVICES. ANY INSTALLATION, ACCESS TO OR USE OF THE SERVICES IS AND SHALL BE, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

COMPANY MAY UNILATERALLY CHANGE OR ADD TO THE TERMS OF THIS AGREEMENT AT ANY TIME. YOU SHOULD CHECK THIS AGREEMENT PERIODICALLY AND REVIEW CHANGES TO THE TERMS OF THE AGREEMENT. BY CONTINUING TO USE THE SERVICES FOLLOWING SUCH MODIFICATIONS, YOU AGREE TO BE BOUND BY SUCH MODIFICATIONS.

1. **License Grant and Restrictions.**

1. **License.** Subject to the terms and conditions of this Agreement and the terms of a written purchase order signed between you and the Company ("**Order**"), the Company shall grant you during the term specified in the Order, and you accept, a limited, non-exclusive, non-sublicensable, non-transferable and fully revocable license to: (i) install certain sensors on your environment, in order to enable the Solution to scan processes ("**Sensors**"); and (ii) use the Solution internally solely for its intended purposes. "**Solution**" means the Company's proprietary solution that scans product processes during run-time (i.e. Scanned Services).
 2. **Prohibited Uses.** Except as expressly permitted herein, you shall not, directly or indirectly: (i) sell, license (or sub-license), lease, assign, transfer, pledge, or share the Services or your account on the Services with or to any third party; (ii) use or permit the Services to be used in order to perform services for third parties, whether on a service bureau or time sharing basis or otherwise; (iii) disclose, publish or otherwise make publicly available the results of any benchmarking of the Services; (iv) use the Services for purposes of competitive analysis or the development of a competing software product or service; (v) use the Services in any manner that is prohibited by law, including without limitation, to sell, distribute, download or export the Services: (a) into (or to a resident of or corporation incorporated in) Cuba, Iran, Libya, North Korea, Sudan or Syria, (b) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals, (c) to any country to which such export or re-export is restricted or prohibited, or as to which the U.S. or Israeli government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval, or (d) otherwise in violation of any export or import restrictions, laws or regulations of the U.S., Israel or any foreign agency or authority. You agree to the foregoing and warrant that you are not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list; (vi) exceed any use limitations or other restrictions provided by Company; (vii) contest Company's Intellectual Property Rights (as defined below) to the Company IPR (as defined below); (viii) use the Services for any purpose other than as permitted by this Agreement or attempt to access any part of the Services or its servers without authorization or by unauthorized means; (ix) circumvent, disable or otherwise interfere with security-related or technical features or protocols of the Services, such as features that restrict or monitor use of the Services; (x) use the Services in order to scan any other software or process that infringes the rights of a third party; (xi) use the Sensors other than with the Services; or (xii) cause or permit any third party to do any of the foregoing. You are solely responsible for acquiring and maintaining all of the hardware and software necessary to access and make use of the Services.
 3. **Lawful Use:** You hereby declare and agree that you shall only use the Services in a manner that complies with all applicable laws in the jurisdiction in which you use the Services, including, but not limited to, applicable restrictions concerning the protection of privacy and intellectual property, including copyrights and any other intellectual property rights.
2. **Consideration.** The consideration for the license granted hereunder, will be in accordance with the payment terms specified in the Order. Unless otherwise specified in the Order, all amounts invoiced hereunder are due and payable within thirty (30) days of the date of the invoice. All amounts payable under this Agreement are exclusive of sales, use, value-added, withholding, and other taxes and duties. You shall pay all taxes and duties assessed in connection with this Agreement by any authority. If any such tax or duty has to be withheld or deducted from any payment under this Agreement, you shall gross-up the payment under this Agreement by such amount to ensure that after such withholding or deduction the Company shall receive an amount equal to the payment otherwise required. All payments not made when due shall bear interest at the rate of 1.5% per month, or at the highest interest rate allowed by law, whichever is less, from the due date until paid.

3. **Confidentiality.** You may have access to certain non-public or proprietary information or materials of Company whether in tangible or intangible form ("**Confidential Information**"). Without derogating from the foregoing, the Services shall be deemed as Confidential Information. You shall use the Confidential Information solely for the purpose of performing your obligations and/or exercising your rights under this Agreement and you shall not disclose or make available the Confidential Information to any third party, except to your employees that have a need to know such information and that are bound by obligations at least as protective as provided herein. You shall take measures at a level at least as protective as those taken to protect your own confidential information of like nature (but in no event less than a reasonable level) to protect the Confidential Information. You will promptly notify Company in writing in the event of any actual or suspected unauthorized use or disclosure of any Confidential Information.
4. **Title & Ownership.** The Services and the related documentation are licensed and not sold. The Company and/or its licensors or designees are and shall retain all right, title, interest and ownership of all Intellectual Property Rights in and to the Services and related documentation and Confidential Information as well as any modifications, improvements and derivatives thereof ("**Company IPR**"). "**Intellectual Property Rights**" means any and all right, title and interest in and to patents, inventions, discoveries, copyrights, works of authorship, trade secrets, trademarks, service marks, trade dress, technical information, data, know-how, show-how, designs, drawings, utility models, topography and semiconductor mask works, specifications, formulas, methods, techniques, processes, databases, software, code, algorithms, architecture, records, documentation, and other similar intellectual or industrial property, in any form and embodied in any media, whether capable of protection or not, whether registered or unregistered, and including all applications, registrations, renewals, extensions, continuations, divisions or reissues thereof. This Agreement does not convey to you an interest in or to the Company IPR but only a limited revocable right to use the Services in accordance with the terms of this Agreement. Nothing in this Agreement constitutes a waiver of the Company IPR under any law and you undertake not to contest Company's ownership in the Company IPR. If you contact the Company with feedback data (e.g. questions, comments, ideas, suggestions or the like) regarding the Services (collectively, "**Feedback**") such Feedback shall be deemed Company IPR. Company may, at no cost, freely use such Feedback, for any purpose whatsoever and you hereby assign all right, title and interest in and to all Feedback to Company upon creation thereof.
5. **Disclaimer of Warranty.**
1. THE SERVICES ARE PROVIDED "AS IS", WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, SECURITY AND NON-INFRINGEMENT. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SERVICES REMAINS WITH YOU.
 2. COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; OR THAT ERRORS/BUGS ARE REPRODUCIBLE OR THAT ERRORS/BUGS ARE REPAIRABLE AND DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICES IN TERMS OF THEIR CORRECTNESS, USEFULNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU SHALL BE RESPONSIBLE FOR TAKING ALL PRECAUTIONS YOU BELIEVE ARE NECESSARY OR ADVISABLE TO PROTECT YOU AGAINST ANY CLAIM, DAMAGE, LOSS OR HAZARD THAT MAY ARISE BY VIRTUE OF ANY USE OF OR RELIANCE UPON THE SERVICES AND FOR VERIFYING ANY OUTPUT RESULTING FROM USE OF THE SERVICES.
6. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (A) THE COMPANY AND/OR ITS AFFILIATES, SHAREHOLDERS, SUPPLIERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES AND/OR LICENSORS (COLLECTIVELY, "**AFFILIATES**") SHALL NOT BE LIABLE WHETHER UNDER CONTRACT, TORT OR OTHERWISE, TO YOU OR ANY THIRD PARTY FOR ANY LOSS OR DAMAGE, INCLUDING, WITHOUT LIMITATION, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO, ANY LOSS OR DAMAGE TO BUSINESS EARNINGS, LOSS OF BUSINESS, LOSS OF BUSINESS OPPORTUNITIES, LOST PROFITS OR GOODWILL, BUSINESS INTERRUPTION AND/OR LOST OR DAMAGED DATA OR DOCUMENTATION), SUFFERED BY ANY PERSON OR ENTITY, INCLUDING WITHOUT LIMITATION ARISING FROM AND/OR RELATED WITH AND/OR CONNECTED TO THE SERVICES PROVIDED BY THE COMPANY (IF ANY) AND/OR ANY USE OF OR INABILITY TO USE THE SERVICES PROVIDED BY THE COMPANY (IF ANY), EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) IN NO EVENT SHALL THE COMPANY'S AND ITS AFFILIATES' TOTAL LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT FROM ALL CLAIMS OR CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, EXCEED

THE TOTAL PAYMENTS ACTUALLY MADE TO THE COMPANY FOR THE SERVICES, IF ANY, DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT THAT GAVE RISE TO THE CLAIM.

7. **Third Party Components.** The Services may use or include third party software, files, services and components that are subject to open source and third party license terms ("**Third Party Components**"). Your right to use such Third Party Components as part of, or in connection with the Services is subject to any applicable acknowledgements and license terms accompanying such Third Party Components contained therein or related thereto. If there is a conflict between the licensing terms of such Third Party Components and this Agreement, the licensing terms of the Third Party Components shall prevail in connection with the related Third Party Components. You hereby agree to such terms associated with the Third Party Components.
8. **Termination.** The Company may terminate this Agreement immediately at any time without notice. Upon termination of this Agreement: (i) the license granted to you in this Agreement shall expire and you, upon termination, shall discontinue all further use of the Services; (ii) you shall promptly remove the Services from all hard drives, networks and other storage media and destroy all copies of the Services in your possession or under your control; (iii) any sums paid by you until the date of termination are non-refundable, and you shall not be relieved of your duty to discharge in full all due sums owed by you to the Company under this Agreement, which sums shall become immediately due and payable on the date of termination of the Agreement; and (iv) you shall, at Company's election, erase or return to Company all Confidential Information in your possession or under your control. Sections 1.2, 1.3, 2-6 and 8, 9 and 11 shall survive any termination of this Agreement.
9. **Privacy.** The Company's privacy practices are governed by Company's Privacy Policy available at [Kodem Privacy Policy](#), which is an integral part of this Agreement. You shall ensure to establish the legal basis of processing of the personal information of your personnel and, if required by law, obtain the consent, of your users and any data subjects.
10. **Notice and Takedown.** In the event that you believe that any content included in the Services violates your Intellectual Property Rights, right to privacy or is defamatory or otherwise illegal, inappropriate or offensive, please notify the Company by sending an email toops@kodemsecurity.com, identifying such content and detailing the facts basis of your complaint and we will make reasonable efforts to remove the content. We will not be able to remove any content that was published outside the Services.
11. **Miscellaneous.** This Agreement shall be construed and governed in accordance with the laws of the State of Delaware, USA and the competent courts of Delaware, USA shall have exclusive jurisdiction in any conflict or dispute arising out of this Agreement. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. This Agreement represents the complete agreement concerning the license granted herein and the subject matter hereof and may be amended as set forth in the preamble to this Agreement above. To the extent any conflict arises between the terms and conditions of this Agreement and those contained in any Order, the terms and conditions contained in this Agreement shall prevail. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. You may not assign your rights or obligations under this Agreement without the prior written consent of the Company. The Company may assign or transfer its rights and/or obligations under this Agreement without restriction or notification. Company may collect, retain, use and transfer aggregate data regarding use of the Services without any restrictions. Company may use your name and logo on Company's website and other marketing materials and presentations. You agree to: (i) act as a public reference for the Company, and agrees to provide testimonial regarding the Company and the Services; (ii) contribute to a press release issued by the Company regarding the engagement herein; and (iii) cooperate in authoring a case study and testimonials about the use of the Services and the benefits gained therefrom. ANY CAUSE OF ACTION INITIATED BY YOU AND ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED AND YOU SHALL BE DEEMED TO WAIVE ANY CLAIM YOU MAY HAVE IN RESPECT THEREOF.