

BUGSEC LTD. SUBSCRIPTION AGREEMENT

This Subscription Agreement (the “**Agreement**”) between BugSec Ltd. (“**BugSec**”) and the entity referenced in the Order Form (as defined below) or whose users (“**Users**) of the Platform (as defined below) are agreeing to these terms and accessing the Services (as defined below) on such entity’s behalf (the “**Customer**”) permits the Customer to purchase a Subscription (as defined below) to the Platform and related Services from BugSec pursuant to the Order Forms and set forth in the terms and conditions under which the Platform and Services shall be delivered. This Agreement shall govern the Customer’s initial purchase as well as any future purchases made by the Customer pursuant to an Order Form. This Agreement includes any and all attachments and Order Forms executed by the Customer and BugSec. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Forms, the terms of this Agreement shall prevail. No terms in any purchase order or other document delivered by Customer shall be deemed to amend the terms of this Agreement and any such additional or inconsistent terms shall be deemed unacceptable to and rejected by BugSec.

BY ACCEPTING THIS AGREEMENT OR ACCESSING OR USING THE PLATFORM, CUSTOMER IS ACCEPTING THE TERMS AND CONDITIONS OF THIS AGREEMENT, UNLESS CUSTOMER AND BUGSEC HAVE SEPARATELY ENTERED INTO ANOTHER AGREEMENT GOVERNING A COMMERCIAL SUBSCRIPTION TO THIS PLATFORM (THE “SEPARATE AGREEMENT”), IN WHICH CASE CUSTOMER’S ACCESS TO AND USE OF THE SERVICES FOR THE TERM OF SUCH COMMERCIAL SUBSCRIPTION WILL BE GOVERNED BY THE SEPARATE AGREEMENT.

1. DEFINITIONS

- 1.1. “**Subscription**” means the Customer’s right to access the applicable Platform, receive the Services and end user technical support for the Platform (“**Support**”) during the subscription term specified in the Order Form by BugSec (the “Subscription Term”).
- 1.2. “**Platform**” means the applicable platform specified on the Order Form. The term “Platform” shall also include any Documentation (if any) for the Platform provided to the Customer under this Agreement.
- 1.3. “**Documentation**” means the documentation generally made available to Customer by BugSec that accompanies the Platform (if any).
- 1.4. “**Updates**” means generally commercially released code corrections, patches, updates, new releases, modifications, or enhancements to the Platform. Updates do not include separate or different Platforms marketed by BugSec under a different name even if such Platforms are compatible with the Platform.
- 1.5. “**Service**” means the applicable services specified on the Order Form.

2. ORDERING SUBSCRIPTIONS

- 2.1. Order Forms. The Customer may purchase a Subscription from BugSec by accepting the order form issued through Bugsec's authorized reseller or distributor (each, an "**Order Form**"). No Order Form shall be binding until accepted in writing by BugSec. The Customer order details shall be as stated in a purchase order placed with BugSec.


3. PLATFORMS

- 3.1. Access to Platforms. During the Subscription Term, the Customer may access and use the Platform solely for its own benefit and in accordance with the terms and conditions set forth in this Agreement, the Documentation and any additional scope of use restrictions designated on the applicable Order Form. The Platform may only be directly used by the number of Users purchased by the Customer who are employees of the Customer. The Customer shall be solely responsible for any and all activities carried out using the Customer's (including Users') accounts and any applicable user IDs, passwords or other authentication credentials provided by BugSec (if any). In the event that any User, who has access to such credentials, is no longer authorized to use the Platform on behalf of the Customer, the Customer shall promptly inform BugSec.
- 3.2. General Restrictions. Customer shall be prohibited from the following : (i) to rent, lease, copy, provide access to, demonstrate, or sublicense any Platform to a third party; (ii) use any Platform, or incorporate any Platform into, any Platform or service provided to a third party; (iii) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs to any Platform, except to the extent expressly permitted by applicable law (and even then, only upon providing prior written notice to BugSec); (iv) modify any Platform or any Documentation, or create any derivative Platform from any of the foregoing; (v) remove or obscure any proprietary or other notices contained in any Platform (including any reports or data printed from the Platform); (vi) publicly disseminate any information regarding the performance of the Platform; (vii) make any representations, warranties or other commitments on BugSec's behalf, whether to Users or any other person or entity, concerning the Platform or Services, including, without limitation, their functionality, performance, security or other features.
- 3.3. Third-Party Code. The Platform may contain or be provided with third-party software components that are subject to the terms and conditions of the applicable third-party software licenses ("**Third-Party Software**"). Third-Party Software may include open-source components. Third-Party Software may be identified in the Documentation, or BugSec shall provide a list of the Third-Party Software for a particular version of the Platform to Customer upon Customer's written request. To the extent required by the license that accompanies the Third-Party Software, the terms of such license will apply in lieu of the terms of this Agreement with respect to such Third-Party Software, including, without limitation, any provisions governing access to source code, modification or reverse engineering. Customer agrees to comply with all applicable Third-Party Software terms and conditions.

4. CUSTOMER DATA AND TRACKING

- 4.1. General. The Customer shall ensure that its use of the Platform, any business

information or other data of any type and other information inputted into the Platform ("**Customer Data**"), is at all times compliant with the Customer's privacy policies and all applicable local, state, federal and international laws, rules, regulations and conventions, including, without limitation, those related to data privacy, international communications, and the exportation of technical or personal data. The Customer is solely responsible for the accuracy, content and legality of all Customer Data. Customer represents and warrants to BugSec that it possesses the necessary rights in the Customer Data to grant the rights to BugSec as mentioned in this Section 4 and that the Customer Data does not infringe or misappropriate the rights of any third party.

- 4.2. User Data. The Customer acknowledges the need to safeguard data and information of Users ("**Data**") which is either derived by the use of the Platform or collected and provided by BugSec. BugSec shall at all times employ appropriate technological and administrative security measures and attempt to ensure they are applicable under all circumstances.
- 4.3. To the extent that User Data may identify a natural person or may make a natural person identifiable ("**Personal Data**"), Customer warrants that it has all the necessary rights to enable access or provide the Personal Data to BugSec for the processing to be performed in relation to the Services, and to the extent required by the applicable data protection and privacy laws, that one or more lawful bases support the lawfulness of the processing and all necessary privacy notices are provided to individuals
- 4.4. To the extent that the applicable data protection and privacy laws require the execution of a data processing addendum, Customer shall govern contact BugSec at .
- 4.5. Rights in Customer Data. the Customer shall be the sole owner of the Customer Data. Subject to the terms of this Agreement, Customer hereby grants to BugSec a non-exclusive, worldwide, royalty-free right to use, copy, store, transmit, distribute, modify, create derivative works of and display the Customer Data solely to the extent necessary to provide the Platforms and Services to Customer and improving the Platform and Services.
- 4.6. Acceptable Use. The Customer acknowledges and agrees that BugSec and its suppliers have no control over any Customer Data and are not and will not be responsible for or liable for any Customer Data.
- 4.7. Reporting and Tracking
 - 4.7.1. **Tracking**. The Customer acknowledges that certain features of the Platform enable the Customer to track the activity of a User who accesses or performs activities in connection with a document belonging to the Customer, including without limitation the placement of time stamps, collection of IP addresses and geographic locations, and the tracking of Users' actions taken in connection with the Customer document. Customer is solely responsible for ensuring that its use of these features of the Platform is permitted and is otherwise in compliance with all applicable privacy laws, rules and regulations, and for obtaining any required consents from the relevant Users.
 - 4.7.2. **Reporting**. During the Subscription Term, Customer agrees that BugSec may create reports from time to time for the purposes of providing: (i) Usage support data, and (ii) User license/true up data. To create such reports, BugSec may run

a mutually approved upon reporting script, or create other report formats, that summarize usage data such as the number of discrete users of the Platform and such other additional information that may be required for support. Unless otherwise agreed in writing, the mutually approved script and or reporting will only include aggregated data and will not include or disclose any Customer Data.

- 4.8. Indemnification by Customer. The Customer shall indemnify, defend and hold harmless BugSec and its suppliers from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with any claim arising from or relating to: (i) any Customer Data, (ii) any action taken (or not taken) by Customer or any user based upon use of a Platform, or (iii) use of any Customer Trademarks (as defined below).

5. OWNERSHIP

- 5.1. BugSec Technology. The Customer agrees that BugSec or its suppliers retain all right, title and interest (including all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Platforms, Services, Documentation and any and all related and underlying technology and documentation and any modifications or derivative works thereof (collectively, the "**BugSec Technology**"). Furthermore, the Customer acknowledges that the Platform is offered as an online, hosted solution, and that the Customer has no right to obtain a copy of the BugSec Technology used to provide such service.
- 5.2. Feedback. The Customer may from time to time submit comments, information, questions, data, ideas, descriptions of processes, or other information to BugSec ("**Feedback**"). BugSec may in connection with the Platform or Services use, copy, disclose, license and distribute any Feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise.
- 5.3. Customer Trademarks. The features of the Platform may permit the Customer to include its trademark(s) and logo(s) (collectively, "**Customer Trademarks**") in the Platform as accessed by Users. In such event, Customer hereby grants BugSec a non-exclusive, sublicensable, worldwide license during the term of this Agreement to use, display and distribute the Customer Trademarks in connection with Customer's use of the Platforms. As between Customer and BugSec, the Customer retains ownership of the Customer Trademarks and all use thereof will inure solely for the benefit of Customer.

6. LIMITED WARRANTY AND DISCLAIMER

- 6.1. Limited Warranty. BugSec warrants that during the Subscription Term (the "**Warranty Period**") and on the condition that the Customer has complied with its obligations under Section 7 (with respect to the Updates), the Platform will perform substantially in accordance with the Documentation. BugSec's sole liability (and the Customer's sole and exclusive remedy) for any breach of the foregoing warranty shall be, at no charge to the Customer, to use commercially reasonable efforts to provide the Customer

with an error correction or work-around that corrects the reported non-conformity. The limited warranty set forth in this Section 6.1 shall not apply (i) unless the Customer makes a claim within the Warranty Period, (ii) if the error was caused by misuse, unauthorized modifications or third party hardware, software or services used by the Customer, or (iii) to use of the Platform provided on a no-charge or evaluation basis.

6.2. Warranty Disclaimer

EXCEPT FOR THE LIMITED WARRANTY IN THIS SECTION 6.1, ALL PLATFORMS AND SERVICES ARE PROVIDED “AS IS”. BUGSEC DOES NOT WARRANT THAT THE CUSTOMER’S USE OF THE PLATFORMS OR SERVICES WILL BE SECURE, UNINTERRUPTED, ERROR-FREE, OR THAT THE PLATFORMS WILL SUCCESSFULLY INTEROPERATE WITH ANY PLATFORM, SERVICE OR TECHNOLOGY USED BY CUSTOMER IN CONNECTION WITH THE PLATFORMS. THE CUSTOMER ACKNOWLEDGES THAT ALL SECURITY SOLUTIONS HAVE INHERENT LIMITATIONS AND THAT BUGSEC WILL NOT BE LIABLE FOR ANY FAILURE OF SECURITY OR ENCRYPTION MEASURES OR FOR ANY UNAUTHORIZED INTERCEPTION, ACCESS, RECEIPT OR USE OF ANY CUSTOMER DATA.

BUGSEC SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, DATA LOSS, SERVICE FAILURES AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS.

NEITHER BUGSEC NOR ITS SUPPLIERS MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR RELATING TO THE CAPABILITY OF THE PLATFORM TO SECURE CUSTOMER DATA, OR OTHERWISE RELATING TO THE PLATFORM, SERVICES OR CUSTOMER DATA. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULLEST EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE MINIMUM WARRANTY PERIOD REQUIRED.

7. **SUPPORT**

7.1. Generally. BugSec shall make commercially reasonable efforts to ensure that the Customer’s access to the Platform and the Services hereunder will be accessible and functional on a continuous basis. Notwithstanding the above, Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by BugSec or by third-party providers, or because of other causes beyond BugSec’s reasonable control, but BugSec shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.2. Customer Obligations. The Customer will provide all information and access to its resources as BugSec may reasonably require in order to provide technical support.

7.3. Software Updates

7.3.1. **Updates to the Platform.** On a regular basis, BugSec releases Updates to the

Platform. BugSec will notify the Customer (via a contact person provided by the Customer) when such Updates become generally available for installation by BugSec.

- 7.3.2. **Update Disclaimer.** THE CUSTOMER ACKNOWLEDGES THAT PLATFORM IS CONSTANTLY SUBJECT TO UPDATES AND THE CUSTOMER WILL BE OBLIGATED TO UPGRADE ITS DEVICES TO MAINTAIN COMPATIBILITY WITH THE PLATFORM. THE CUSTOMER'S FAILURE TO PERMIT BUGSEC TO INSTALL UPDATES TO THE PLATFORMS MADE AVAILABLE BY BUGSEC OR THROUGH AN APP STORE MAY CAUSE THE PLATFORM TO SUFFER DEGRADED FUNCTIONALITY, FAIL TO PERFORM IN ACCORDANCE WITH THE DOCUMENTATION OR CEASE WORKING ALTOGETHER. BUGSEC WILL NOT BE RESPONSIBLE FOR ANY SUCH RESULTING OR CONSEQUENTIAL EFFECTS, LOSSES OR DAMAGES AND SUCH EFFECTS WILL NOT CONSTITUTE BREACH OF THIS AGREEMENT OR GRANT CUSTOMER ANY RIGHT TO TERMINATE THIS AGREEMENT.

- 7.4. **Exclusions.** Neither BugSec shall have support obligations or liability relating to errors or other issues in connection with the Platform arising from: (i) The Customer's equipment, software, network connections or other infrastructure; (ii) use of the Platform by the Customer in a manner not consistent with the Documentation; (iii) modifications to the Platform by any party other than BugSec; (iv) any other act or omission by the Customer or its employees or agents; (v) third party acts, omissions or systems which impact the Platform; or (vi) general Internet problems and Force Majeure Event (as defined below), or other factors outside of BugSec's control.

8. LIMITATION OF REMEDIES AND DAMAGES

NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, COSTS OF DELAY OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

UNDER NO CIRCUMSTANCES WILL BUGSEC'S TOTAL AND AGGREGATE LIABILITY TO CUSTOMER FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING WITHOUT LIMITATION CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTY, OR OTHERWISE, ARISING OUT OF OR RELATED TO THIS AGREEMENT, EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO BUGSEC HEREUNDER FOR THE 12 MONTHS PERIOD PRECEDING SUCH CLAIM.

THIS SECTION 8 SHALL NOT APPLY TO CUSTOMER WITH RESPECT TO ANY CLAIM ARISING UNDER THE SECTIONS TITLED "PLATFORMS," "CUSTOMER DATA AND TRACKING", "BUGSEC TECHNOLOGY", "FEEDBACK", "CONFIDENTIAL INFORMATION" OR "EXPORT CONTROL".

9. CONFIDENTIAL INFORMATION

- 9.1. Each party agrees that all code, inventions, know-how, business, technical and

financial information it obtains (“**Receiving Party**”) from the disclosing party (“**Disclosing Party**”) constitute the confidential property of the Disclosing Party (“**Confidential Information**”), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any BugSec Technology provided by BugSec performance information relating to the Platform, and the terms and conditions of this Agreement shall be deemed Confidential Information of BugSec without any marking or further designation. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information.

- 9.2. The Receiving Party’s non-disclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (iv) is independently developed by employees of the Receiving Party who had no access to such information; or (v) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party).
- 9.3. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law.

10. GENERAL TERMS

- 10.1. Non-Assignability. Neither Party shall, without the prior written consent of the other Party, assign this Agreement in whole or in part to any third party. Notwithstanding the forgoing, BugSec may assign this Agreement to any entity under the Control of the Parties where “control” shall mean the direct or indirect ownership of more than 50% of the voting securities of any corporation, organization or entity, or as part of a merger, reorganization, acquisition or other transfer of all or substantially all of such party’s assets or voting securities without requiring the Customer's consent. Any attempt to transfer or assign this Agreement, except as expressly permitted under this Section 10.1 shall be null and void.
- 10.2. Severability. If any provision of this Agreement shall be construed to be invalid or unenforceable in full or in part or should there be an omission in the Agreement, the validity or unenforceability of the other provisions shall not be affected. The parties shall agree to replace the invalid or unenforceable provision or fill the omission with an appropriate provision which, as far as legally possible, comes as close to achieving what was intended by the parties or, according to the sense and purpose of the Agreement, would have been intended had they considered the matter.
- 10.3. Governing Law; Dispute Resolution. This Agreement shall be governed by the laws of the State of Israel, without regard to conflicts of laws provisions thereof. The parties will use their best efforts to settle promptly and amicably, by mutual discussion, any disputes, differences or claims (each a “**Dispute**”) related to this

Agreement. If the parties fail to successfully do so within fifteen (15) days of their initial discussion or correspondence regarding the Dispute, either party may file a claim in accordance with this Section 10.3. The exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the of the competent courts of Tel-Aviv, Israel and both parties hereby submit to the personal jurisdiction of such courts.

- 10.4. Attorneys' Fees and Costs. The prevailing party in any action to enforce this Agreement will be entitled to recover its attorneys' fees and costs in connection with such action.
- 10.5. Notices. All notices required to be delivered under this Agreement shall be effective only if in writing and sent to the addresses first set forth above and shall be deemed received by electronic communication, upon written confirmation of such receipt; by hand delivery upon receipt; or by registered mail, 4 (four) days after deposit in the mail with written confirmation of receipt. Either party may change the address to which such communications are to be directed by giving written notice to the other party of such change in the manner provided above.
- 10.6. Amendments; Waivers. Failure of either party to enforce at any time, or from time to time, any of the provisions hereof shall not be construed to be a waiver of such provisions or of the right of such party thereafter to enforce each and every such provision. This Agreement may be modified only by a writing signed by both parties.
- 10.7. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter herein and therein and supersedes and replaces any and all prior agreements and understandings, whether oral or written, with respect to such matters. The provisions of this Agreement may be waived, altered, amended or replaced in whole or in part only upon the written consent of all parties to this Agreement.
- 10.8. Independent Contractors. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.
- 10.9. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events which occur after the signing of this Agreement and which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or telecommunications or data networks or services, or refusal of a license by a government agency ("**Force Majeure Events**").
