

TERMS OF SERVICE

THESE TERMS & CONDITIONS, INCLUDING THE EXHIBITS REFERENCED HEREIN (COLLECTIVELY THE “**AGREEMENT**”), CONSTITUTE THE BINDING AGREEMENT BY AND BETWEEN MESH SECURITY LTD. AND ITS AFFILIATES AND SUBSIDIARIES (“**MESH**” OR “**COMPANY**”) AND THE ENTITY EXECUTING THE CORRESPONDING ORDER FORM (“**CUSTOMER**”) (EACH, A “**PARTY**” AND COLLECTIVELY, THE “**PARTIES**”). BY CLICKING “I ACCEPT”, SIGNING THE APPLICABLE ORDER FORM OR OTHERWISE USING THE SOLUTION, CUSTOMER ACKNOWLEDGES AND AGREES TO THE TERMS OF THIS AGREEMENT, WHICH ACCEPTANCE DATE SHALL BE DEEMED THE EFFECTIVE DATE OF THIS AGREEMENT.

1. Access to the Solution

1.1. Creating an Account. In order to use the Solution, Customer has to create an account (“**Account**”). Customer agrees to (i) provide accurate and complete Account and login information; (ii) keep, and ensure that Authorized Users keep, all Account login details and passwords secure at all times; (iii) remain solely responsible for the activity that occurs in Customer’s Account under its credentials including with respect of Customer’s Authorized Users; and (iv) promptly notify Mesh of any unauthorized access or use of the Account or the Solution occurring under its credentials. Mesh will not be liable for any loss that Customer may incur as a result of unauthorized use of the Account. Customer will not allow the use and access to the Solution by third parties or anyone other than the Authorized Users.

1.2. Evaluation. Subject to the terms herein, Customer may access the Solution under a limited, revocable, personal, non-transferable, non-assignable, non-exclusive, non-sublicensable license for purpose of conducting an Evaluation of the Solution in the Environment for the subscription term and in accordance with the license metrics stated under the Order Form. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE EVALUATION IS PROVIDED ON AN “AS IS” BASIS, WITHOUT WARRANTY OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, MESH HEREBY EXCLUDES ANY IMPLIED WARRANTIES IN CONNECTION WITH THE EVALUATION WHICH SHALL BE GOVERNED BY THE EXCLUSIONS UNDER SECTION 9.

1.3. Unpaid Subscription. Subject to the terms herein, Customer may access the Unpaid Subscription under a limited, revocable, personal, non-transferable, non-assignable, non-exclusive, non-sublicensable license to use the Solution in the Environment. Use of Unpaid Subscription may be made available to Customer without consideration subject to any license metrics prescribed by Mesh in the Order Form, or as otherwise provided from time to time through the Mesh website. Use of additional features and tools or access to increase license metrics beyond what is included in the Unpaid Subscription will require execution of an Order Form. Customer hereby acknowledge and agree that access to Unpaid Subscription may be terminated at any time in Mesh’s sole discretion and that Mesh may terminate Customer’s Account and access to the Unpaid Subscription without prior notice and without liability to Mesh. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE UNPAID SUBSCRIPTION IS PROVIDED ON AN “AS IS” BASIS, WITHOUT WARRANTY OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, MESH HEREBY EXCLUDES ANY IMPLIED WARRANTIES IN CONNECTION WITH THE UNPAID SUBSCRIPTION. MESH’S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE UNPAID SUBSCRIPTION SHALL NOT EXCEED US\$1,000.

1.4. Subscription. Access to the Services may be purchased by executing the Order Form. Subject to the terms and conditions of this Agreement (including payment in full of applicable fees) and for the Subscription Term specified in the Order Form, Mesh hereby grants Customer a limited, revocable, personal, non-transferable, non-assignable, non-exclusive, non-sublicensable license to access and use the Solution in the Environment, solely for internal business purposes, all in accordance with the license

scope set forth under the Order Form. If Customer wish to add Authorized Users or increase the scope of use in Customer's license metrics, Customer may purchase additional licenses for Authorized Users which will become applicable for the remainder of Customer's subscription period.

1.5. **Restrictions on Use.** The Solution shall be accessed in accordance with their intended purpose and as detailed in the Mesh website, Documentation, or by any other written instructions of Mesh. Except as expressly permitted by this Agreement, Customer may not, nor permit anyone else to, directly or indirectly: (i) copy, modify, translate, create derivative works of the Solution; (ii) decompile, reverse engineer or disassemble the Solution and/or any components thereof or otherwise attempt to obtain or have access to the source code for the Solution; (iii) give, sell, sublicense, disclose, publish, assign, market, transfer or distribute any portion of the Solution to any third party, including, but not limited to Customer's Affiliates, or use the Solution in any service bureau arrangement; (iv) circumvent, disable or otherwise interfere with security-related features of the Solution or features that prevent or restrict use or copying of any content or that enforce limitations on use of the Solution; (v) use any robot, spider, scraper, or other automated means to access the Solution for any purpose; (vi) transmit or upload any viruses, spyware or other harmful, infringing or illegal content; (vii) use the Solution to develop a competing service or product, and any use by a competitor of Mesh shall be prohibited; (viii) export or re-export the Solution or underlying information or technology (a) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Lebanon, Iran, Syria or any other country to which the U.S. and/or Israel has embargoed goods and services; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders and/or (ix) use the Solution in any unlawful manner or in breach of this Agreement. Any right not explicitly granted to Customer is reserved to Mesh or its licensors.

2. **Changes to the Solution.** Mesh may add, enhance, upgrade, modify or discontinue any functionality, feature or tool available through the Solution in its discretion without further notice. If Mesh makes any material adverse change in the core functionality of the Solution, then Mesh will notify Customer by posting an announcement on the Mesh website, via the dashboard of the Solution or by sending Customer an email in accordance with the details provided in Customer's Account.

3. **Support and Maintenance.** Mesh offers maintenance and support services to Customer as part of its Services. Subject to payment of applicable fees, Mesh will maintain and support the Services in accordance with the Services Level Agreement available through the Mesh website, as amended from time to time (the "SLA"). Please note that different service levels may be applied by Mesh with respect to various packages available as part of the subscription to the Services.

4. **Fees and Payment**

4.1. **Fees.** Customer will pay Mesh the fees for the licensing package in accordance with Mesh's then in-effect price list (found on the Mesh website, dashboard or in the Order Form) (the "Fee"). If Customer exceeds its usage limits, Mesh shall be entitled to automatically charge for the exceeding usage which amounts shall be charged to any subsequent invoice issued by Mesh. All fees are non-refundable. Mesh reserves the right to change its fees at any time, and Mesh shall make reasonable efforts to provide notice to that effect to the Customer. No price adjustment shall affect a then in-effect subscription to the Services.

4.2. **Payment Terms.** Unless specified otherwise, all amounts invoiced hereunder are due and payable within thirty (30) days of the date of the invoice which amounts shall be paid in United States Dollars. All amounts not paid within fifteen (15) days of the due date shall bear interest at the rate of one and a half percent (1.5%) per month and in any case no more than 10% in the aggregate, or at the highest rate allowed by law, whichever is less.

4.3. **Taxes.** All amounts are exclusive of all taxes of any nature, including all sales, use, value-added, withholding or other taxes and fees, federal, state or otherwise, however designated, which are levied or

imposed by reason of the transactions contemplated by this Agreement, except for taxes based on Mesh's net income, all of which shall be borne by Customer.

5. **Disclaimer**. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED HEREIN, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SOLUTION AND SERVICES ARE PROVIDED WITHOUT ANY OTHER WARRANTY. MESH EXPRESSLY DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, NON-INTERFERENCE, SECURITY, FITNESS FOR A PARTICULAR PURPOSE, NON- INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. THE ENTIRE RISK ARISING OUT OF THE USE OF THE SERVICES REMAINS WITH CUSTOMER. MESH DOES NOT WARRANT THAT THE ACCESS TO AND USE OF SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ERRORS ARE REPAIRABLE AND DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE SOLUTION AND SERVICES RELATED THERETO INCLUDING WITHOUT LIMITATION IN TERMS OF THEIR CORRECTNESS, USEFULNESS, ACCURACY, RELIABILITY, OR OTHERWISE. MESH WILL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES, DATA LOSS, DATA CORRUPTION OR PROBLEMS INHERENT IN USE OF THE INTERNET, ELECTRONIC COMMUNICATIONS OR FOR ISSUES RELATED TO PUBLIC NETWORKS, HOSTING PROVIDERS OR OTHER THIRD-PARTY INFRASTRUCTURE PROVIDERS.

6. **Intellectual Property Rights**

6.1. **Mesh IP**. All right, title and interest evidenced by or embodied in, attached, connected, and/or related to the Solution, including without limitation any updates, upgrades, enhancements, modifications, improvements, derivative works thereof and Feedback, and all Intellectual Property Rights therein, are and shall remain solely owned by Mesh or its respective licensors ("**Mesh IPR**"). This Agreement do not convey to Customer any interest in or to the Solution other than a limited right to use the Solution in accordance herewith. Nothing herein constitutes a waiver of Mesh's intellectual property rights under any law.

6.2. **Customer Content**. As between the Parties, Customer shall be the sole and exclusive owner of all data and information inputted or uploaded to the Service by or on behalf of Customer or otherwise integrated with the Solution via an API, or data belonging to Customer's applications within the environment in which the Solution is made available ("**Customer Content**"). Customer represents and warrants that: (i) Customer owns or has obtained the consents and rights related to the Customer Content, and Customer has the right to provide Company the license granted herein to use such Customer Content in accordance with these Terms; and (ii) the Customer Content does not infringe or violate any intellectual property right, proprietary or privacy or publicity rights of any third party. Customer hereby grants Mesh and its affiliates a worldwide, nonexclusive, right and license, to access and use the Customer Content, in order to perform its obligations hereunder, including without limitation for Company's provision of the access to the Solution hereunder.

6.3. **Feedback**. Customer may provide Mesh with feedback regarding the Solution, including without limitation suggestions, ideas, bug notes and user experience testimonies (collectively, "**Feedback**"). Mesh may, in connection with any of its services or the Solution, freely use the Feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise and Customer hereby assigns all right, title and interest in and to all Feedback to Mesh upon creation thereof.

6.4. **Usage Data**. Usage Data includes aggregate, analytical or statistical data which is derived, created or learned from Customer's use of the Solution which is not personally identifiable information ("**Usage Data**"). Mesh may collect and use Usage Data to develop, improve, support, and operate its products and services, and Mesh may use such Usage Data for providing the Solution and its related services, for development, improving the Solution and its service offerings and/or for statistical purposes, all to the extent such Usage Data has been aggregated and anonymized such that Customer, Customer's Authorized Users or Customer's end users cannot be identified. Such Usage Data is Mesh's sole property.

6.5. Third Party Components. The Solution may include third party software components that are subject to open source licenses or pass through commercial licenses which shall be provided upon request. Any use of such third party components is subject solely to the third party terms applicable to such components. If there is a conflict between any such terms and the terms of this Agreement, then the third party terms shall prevail but solely in connection with the related third party components. Mesh does not make any representation, warranty, guarantee, or condition, and does not undertake any liability or obligation, with respect to any third party components.

6.6. Privacy. Mesh's privacy policy is available at: <https://mesh.security/privacy-policy/> Customer shall ensure to establish the legal basis of processing of the personal information relating to its use of the Solution and provision of Customer Content and, if required by law, obtain all proper consents of its users and any data subjects. Customer shall defend, indemnify and hold harmless Mesh from and against any and all damages, losses, liabilities, costs, debts, and expenses (including but not limited to attorney's fees) arising from third party claims resulting from Customer's breach of its obligations under this Section.

7. Confidentiality

7.1. Each party may have access to certain non-public and/or proprietary information of the other party (the "**Discloser**"), in any form or media, including (without limitation) confidential trade secrets and other information related to the products, software, technology, data, know-how, or business of the other party, whether written or oral, and to any other information that a reasonable person or entity should have reason to believe is proprietary, confidential, or competitively sensitive ("**Confidential Information**"). Notwithstanding anything to the contrary, Mesh IPR is deemed as Mesh Confidential Information. Neither party shall have an obligation under this Agreement to maintain in confidence any information that it can demonstrate that (i) is now or subsequently becomes generally available in the public domain through no fault or breach on the part of receiving party; (ii) the receiving party can demonstrate in its records to have had rightfully in its possession prior to disclosure of the Confidential Information by the Discloser; (iii) receiving party rightfully obtains from a third party who has the right to transfer or disclose it, without default or breach of this Agreement; (iv) the receiving party can demonstrate in its records to have independently developed, without breach of this Agreement and/or any use of the Discloser's Confidential Information; or (v) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that the receiving party shall make best effort to provide prompt notice of such court order or requirement to the Discloser to enable the Discloser to seek a protective order or otherwise prevent or restrict such disclosure. Each party shall take reasonable measures, at least as protective as those taken to protect its own confidential information, but in no event less than reasonable care, to protect the Discloser's Confidential Information from disclosure to a third party. Neither party shall use or disclose the Confidential Information of the Discloser except as expressly permitted under this Agreement. All right, title and interest in and to Discloser's Confidential Information are and shall remain the sole and exclusive property of the Discloser.

8. Term and Termination

8.1. Term. The term of this Agreement shall commence on the Effective Date and will continue for a period of the subscription period for each of the Evaluation, Unpaid Subscription or Services, as specified in the Order Form, as applicable (the "**Subscription Term**"). The Subscription Term of the Services shall be automatically renewed for additional rolling one (1) year periods (each, a "**Renewal Term**"). Either party may provide a notice of non-renewal of the Renewal Term no less than thirty (30) days prior to the then in-effect Subscription or Renewal Term

8.2. Suspension. Mesh may temporarily suspend Customer's use of the Solution without prior notice if Customer's acts or omissions (or those of its Authorized Users) threaten the integrity or security of the Solution. In the event of any suspension under this Section, Mesh shall use reasonable effort to provide Customer with (i) notice of any suspension; (ii) an explanation of the threat posed by Customer's acts or

omissions to the integrity or security of the Solution and (iii) the corrective action to be taken by Customer before access to the Solution is restored.

8.3. **Termination.** A party may terminate this Agreement: (i) upon the other party's material breach that is not cured within thirty (30) days after receiving written notice of such breach, except for breach of Sections 1.5, 6 and 7 which shall be deemed incurable; or (ii) upon providing written notice in the event that one or more of the following events occur(s): (a) appointment of a trustee or receiver for all or any part of the assets of the other party; (b) insolvency or bankruptcy of the other party; (c) a general assignment by the other party for the benefit of creditor(s); or (d) dissolution or liquidation of the other party. In addition, Mesh reserves the right at any time, in its sole discretion, to change, limit or suspend Customer's access to Customer's Account without prior notice, as may be necessary due to any breach of this Agreement, a change to Mesh's business, any perceived risk to the Solution or other users of the Services, or other lawful reason.

8.4. **Effect of Termination.** Upon termination of this Agreement, (i) all licenses granted under this Agreement shall expire, and Mesh will cease providing the Solution; (ii) each party shall return any copies of Confidential Information to the Discloser, provided however, that any of Customer's Content (other than Usage Data) shall be immediately deleted by Mesh upon termination of this Agreement; and (iii) any outstanding Fees shall become immediately due and payable on the date of termination of the Agreement. If the Agreement is terminated by Customer for material breach, then Customer will be entitled to a refund of pre-paid pro-rated amounts with respect of unused Services calculated from the date of termination. Those provisions of this Agreement which by their nature should survive the expiration or termination of this Agreement shall so survive its expiration or termination, including without limitation, Sections 4.2, 5, 6, 7, 8.4 and 9-11.

9. **Limitation of Liability**

9.1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, MESH OR ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE, MALFUNCTION, FIRE, ELECTRICAL FAILURE OR SHORT CIRCUIT), OR LOSS OF PROFITS OR DATA OR ANY OTHER DAMAGES, COSTS OR LOSSES ARISING OUT OF THIS AGREEMENT, EVEN IF MESH OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2. NOTWITHSTANDING ANYTHING TO THE CONTRARY, AND EXCEPT FOR FRAUD, WILLFUL MISCONDUCT, BREACH OF CONFIDENTIALITY OR BREACH OF INTELLECTUAL PROPERTY, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF MESH AND/OR ITS LICENSORS, ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE AMOUNT ACTUALLY PAID TO MESH HEREUNDER DURING THE 12 MONTHS PRECEDING THE CLAIM THAT GAVE RISE TO DAMAGES.

10. **Indemnification**

10.1. Mesh will defend, indemnify and hold harmless Customer against any third party demand, claim, suit, or action alleging that Customer's use of the Services in accordance with this Agreement infringes such third party's intellectual property rights (an "**Infringement Claim**"), and Mesh will pay any amounts finally awarded by a court against Customer (or otherwise agreed in settlement) under such Infringement Claim. Mesh will have no obligation or liability under this Section to the extent that the Infringement Claim is based upon or results from: (a) the combination or use of the Services with any third party products or services if the claim would not have occurred if not for such combination or use; (b) any modification to the Services not made by Mesh; (c) Customer's failure to comply with the written instructions of Mesh and/or with the terms of this Agreement or the documentation provided to Customer in connection with the Services; (d) where Customer continues the alleged infringing activity after being notified thereof; (e) use or retention of a copy of the Solution not in its most current version provided by Mesh; and/or (f) Mesh's compliance with any Customer instructions or requirements.

10.2. **Remediation.** Should the Services (in whole or in part) become, or in Mesh's opinion be likely to become, the subject of any Infringement Claim, then Customer permits Mesh, at Mesh's option, either to: (a) obtain for Customer the right to continue using the Solution (or part thereof); or (b) replace or modify the Solution (or part thereof) so that it becomes non-infringing; provided, however, that if, in Mesh's opinion, the remedies in sub-sections (a) and (b) above are not commercially feasible, Mesh may terminate this Agreement immediately upon written notice to Customer and provide Customer with a pro-rata refund of any prepaid (but unutilized) license Fees based on the remaining subscription term.

10.3. **Procedure.** Mesh's obligation and liability under this Section is subject to the conditions that: (a) Customer has promptly notified Mesh in writing of the Infringement Claim; (b) Customer reasonably cooperates with Mesh and permits Mesh to assume sole control of the defense of the Infringement Claim and all negotiations for any settlement thereof; and (c) Customer refrains from admitting any liability or otherwise compromising the defense of the Infringement Claim (in whole or in part), without the prior express written consent of Mesh.

10.4. **Entire Liability.** This Section 10 (Indemnification) states Mesh's sole and exclusive obligation and liability, and Customer's sole remedy, with respect to any Infringement Claim.

11. **Miscellaneous**

11.1. **Modifications.** Mesh reserves the right, at its discretion, to change this Agreement at any time. Such change will be effective ten (10) days following sending a notice thereof to Customer or posting the revised Agreement on the Mesh website, and Customer's continued use of the Solution thereafter means that Customer accept those changes.

11.2. **Publicity.** Mesh may use Customer's name and logo as a user of the Solution on its website, press releases, and other marketing materials and presentations.

11.3. **Governing Law/Venue.** This Agreement shall be governed by the laws of the State of Israel. Without regard to that state's conflicts of laws rules. All disputes arising under or relating to this Agreement shall be resolved exclusively in the appropriate court sitting in Tel Aviv-Yaffo, Israel.

11.4. **Assignment.** Neither party may assign or otherwise transfer its rights or obligations under this Agreement without the prior consent of the other party, provided that either party may assign or otherwise transfer its rights or obligations herein to an Affiliate or in the event of transfer to a person or entity who directly or indirectly acquires all or substantially all of the assets or business of such party, whether by change of control, sale, merger or otherwise, without consent. Any prohibited assignment, transfer or sublicense shall be null and void.

11.5. **Entire Agreement.** This Agreement and any exhibits hereto set forth the entire agreement and understanding between the parties. For the sake of clarity, these terms and conditions shall not apply to licensees who have licensed the Solution through, and signed an end user license agreement with, a reseller or partner authorized by Mesh to resell subscriptions to the Solution, so long as such end user license agreement complies substantially with the terms and conditions of this Agreement. In such cases, Customer is granted a license in the Solution by and through the reseller and not directly by Mesh.

11.6. **No Waiver.** The failure of any party at any time to require performance of any provision of this Agreement shall in no manner affect the right of such party at a later time to enforce the same. No waiver by any party of any condition or of any breach of any term contained in this Agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of any breach of any such term or any other term set forth in this Agreement.

11.7. **Severability.** If any provision of this Agreement is unenforceable for any reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions contained in this Agreement invalid, inoperative, or unenforceable to any extent whatsoever. The invalidity of any portion of this Agreement shall not affect the remaining portions of this Agreement.

11.8. **Force Majeure.** Mesh will not be liable for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including without limitation, natural disasters, acts of civil or military authority, fire, flood, war, labor shortage or dispute, public health emergencies, pandemic or governmental authority.

12. **Definitions.** All capitalized terms used herein shall have the meanings set forth below:

12.1. **"Affiliate"** shall mean any entity that Controls, is Controlled by, or is under common Control with Customer, provided that such an affiliate is not a competitor of Mesh. **"Control"** shall mean the ownership, directly or indirectly, of 50% or more of the voting interest.

12.2. **"Authorized Users"** means Customer's employees whose duties require such access or authorized consultants and subcontractors (excluding any competitors of Mesh) only where such use is required as part of their performance of the services for Customer.

12.3. **"Environment"** means either Customer's or Mesh's private cloud environment, as agreed by the Parties.

12.4. **"Evaluation"** means any access to the Solution for the first time as part of an evaluation, proof of concept or trial, which may be paid or for no consideration in accordance with Customer's agreement with Mesh, which shall be so conducted for internal business use and solely for the purpose of evaluating the Solution.

12.5. **"Unpaid Subscription"** means any subscription to the Solution which is offered by Mesh and made available to Customer for no consideration through the online Mesh interface. The Unpaid Subscription exclude any free trials and support services offered by Mesh pursuant to Section 4. Unpaid Subscription may include limited features and tools which are offered by Mesh as part of paid subscriptions to the Solution, as modified from time to time by Mesh.

12.6. **"Intellectual Property Rights"** shall mean any (i) patents and patent applications throughout the world, including all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and re-examinations of any of the foregoing, all whether or not registered or capable of being registered; (ii) common law and statutory trade secrets and all other confidential or proprietary or useful information that has independent value, and all know-how, in each case whether or not reduced to a writing or other tangible form; (iii) all copyrights, whether arising under statutory or common law, whether registered or not; (iv) all trademarks, trade names, corporate names, company names, trade styles, service marks, certification marks, collective marks, logos, and other source of business identifiers, whether registered or not; (v) moral rights in those jurisdictions where such rights are recognized; (vi) any rights in source code, object code, mask works, databases, algorithms, formulae and processes; and/or (vii) all other intellectual property and proprietary rights, and all rights corresponding to the foregoing throughout the world.

12.7. **"Modules"** means the modules, tools, and/or features of the Solution.

12.8. **"Solution"** means the Mesh proprietary information security scanning solution, which is offered on a SaaS basis through the Mesh API for purpose of providing risk-assessment services, all in accordance with the Modules set forth in the Order Form. The Solution include the Documentation and any enhancements, improvements and modifications thereto. Reference to the Solution shall include the Evaluation, Unpaid Subscription and Services.

12.9. **"Services"** means any paid subscription to the Solution that Customer purchased by executing an Order Form, as distinguished from an Unpaid Subscription or an Evaluation. Subscription to the Services may include various subscription plans with different Modules.

12.10. **"Order Form"** means the written or electronic ordering document the Parties have signed and entered into in respect of the Solution, to which this Agreement is attached and incorporated.