

Satori

License Terms & Conditions

AWS Marketplace

December 2021



Schedule A - SATORI LICENSE AGREEMENT

IMPORTANT –IF YOU ARE ENTERING INTO THIS AGREEMENT ELECTRONICALLY AND YOU HAVE ALREADY ENTERED INTO A LICENSE AGREEMENT DIRECTLY WITH SATORI CYBER, INC. WITH REGARD TO THE SOFTWARE (AS DEFINED BELOW), THEN THIS LICENSE AGREEMENT (THE “AGREEMENT”) SHALL NOT APPLY, EVEN IF YOU ARE REQUIRED TO CLICK “I AGREE”, “ACCEPT” OR OTHER SIMILAR BOTTON. OTHERWISE, PLEASE CAREFULLY READ THE TERMS OF THIS AGREEMENT. BY SIGNING THIS AGREEMENT, OR CLICKING “I AGREE”, “ACCEPT” OR OTHER SIMILAR BUTTON, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU, ON BEHALF OF YOURSELF OR YOUR ORGANIZATION, (“LICENSEE”) ARE ENTERING INTO A LEGAL AGREEMENT WITH SATORI CYBER, LTD. HAVING ITS PRINCIPAL PLACE OF BUSINESS AT 2345 YALE STREET, FIRST FLOOR, PALO ALTO, CALIFORNIA, 94306 (THE “SATORI”) (LICENSEE AND SATORI EACH, A “PARTY” AND COLLECTIVELY, THE “PARTIES”), AND HAVE UNDERSTOOD AND AGREE TO COMPLY WITH, AND BE LEGALLY BOUND BY, THE TERMS AND CONDITIONS OF THIS AGREEMENT (THE DATE OF SUCH OCCURRENCE BEING THE “EFFECTIVE DATE”). TO THE EXTENT THAT LICENSEE AGREES TO THIS AGREEMENT BY CLICKING “I AGREE”, “ACCEPT” OR OTHER SIMILAR BUTTON, LICENSEE HEREBY WAIVES 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 Licensee has purchased the license granted hereunder from a partner, reseller or distributor authorized by Satori (“Partner”), to the extent there is any conflict between this Agreement and the agreement entered between Licensee and the respective Partner, including any purchase order (“Partner Order”), then, as between Licensee and Satori, this Agreement shall prevail. Any rights granted to Licensee in such Partner Order Form which are not contained in this Agreement, apply only in connection with such Partner. In that case, Licensee must seek redress or realization or enforcement of such rights solely with such Partner and not Satori.

1. Usage Right.

Subject to the terms and conditions of this Agreement, Satori hereby grants Licensee a limited, non-exclusive, non-sublicensable, non-transferable and revocable right to either, as the case may be, install, use, and/or remotely access (i.e., on a SaaS basis, installed on Licensee's premises or both, all as specified in the applicable Order) Satori proprietary software product (the “Software”) during the Subscription Term (as defined below), solely for Licensee's internal purposes. Unless otherwise indicated, the term “Software” also includes any appliance and any documentation (“Documentation”) if provided to Licensee in connection with the operation of the Software. Licensee may only use the Software in accordance with the Documentation, subject to the use limitations indicated in the Order or Partner Order (if purchased via Partner) and applicable laws. “Order” means any written or electronic order form issued by Satori and agreed to by Licensee for the provision of the applicable license and services granted under this

Agreement. In addition to the above-mentioned license, Satori may provide support and maintenance services in accordance with Satori's then current service level agreement ("SLA"). The Software and any related services provided to Licensee shall be referred as the "Services").

2. Subscription Fees.

- 2.1. If Licensee has purchased the license granted under Section 1 and the Services directly from Satori this Section 2.1 shall apply. The license granted under Section 1 as well as related services (if any) are conditioned on Licensee's payment in full of the applicable subscription fees set forth in the Order. Unless otherwise agreed between the Parties, following the Initial Subscription Term the subscription per each Renewal Subscription Term shall be according to Satori's then current price list. Unless otherwise specified in the Order: (i) Licensee will pay all amounts due under this Agreement in U.S. Dollars currency, (ii) all amounts invoiced hereunder are due and payable within thirty (30) days of the date of the invoice, and (iii) all fees and other amounts paid hereunder are non-refundable. Any amount not paid when required to be paid hereunder shall accrue interest on a daily basis until paid in full at the lesser of: (i) the rate of one and a half percent (1.5%) per month; or (ii) the highest amount permitted by applicable law. All amounts payable under this Agreement are exclusive of all sales, use, value-added, withholding, and other direct or indirect taxes, charges, levies and duties.
- 2.2. If Licensee purchased the license via a Partner, the Services are subject to the full payment of the applicable fees as set forth in the Partner Order between Licensee and the respective Partner. All payments shall be made directly to Partner, as agreed between Licensee and Partner. If Licensee is entitled to a refund under the terms and conditions of this Agreement, then, unless Satori specifies otherwise, the Partner alone will be responsible for refunding the appropriate amounts to Licensee.

3. Permitted Users.

The Software may be accessed solely by Licensee's employees and/or subcontractors who are explicitly authorized by Licensee to use the Software on Licensee's behalf (each, a "Permitted User"). Licensee will ensure that the Permitted Users comply with the terms of this Agreement at all times; and shall be fully responsible for any breach of this Agreement by a Permitted User. Unauthorized access or use of the Software must be immediately reported to Satori.

4. Prohibited Uses.

Except as specifically permitted herein, without the prior written consent of Satori, Licensee must not, and shall not allow any Permitted User or any third party to, directly or indirectly: (i) copy, modify, create derivative works of or distribute any part of the Software (including by incorporation into its products); (ii) sell, license (or sub-license), lease, assign, transfer, pledge,

or share Licensee's rights under this Agreement with any third party; (iii) use any "open source" or "copyleft software" in a manner that would require Satori to disclose the source code of the Software to any third party; (iv) disclose the results of any testing or benchmarking of the Software to any third party; (v) disassemble, decompile, reverse engineer or attempt to discover the Software's source code or underlying algorithms; (vi) use the Software in a manner that violates or infringes any rights of any third party, including but not limited to, privacy rights, publicity rights or intellectual property rights; (vii) remove or alter any trademarks or other proprietary notices related to the Software; (viii) circumvent, disable or otherwise interfere with security-related features of the Software or features that enforce use limitations; (ix) export, make available or use the Software in any manner prohibited by applicable laws (including without limitation export control laws); and/or (x) transmit any malicious code (i.e., software viruses, Trojan horses, worms, malware or other computer instructions, devices, or techniques that erase data or programming, infect, disrupt, damage, disable, or shut down a computer system or any component of such computer system) or other unlawful material in connection with the Software.

5. Personal Data.

- 5.1. Licensee hereby warrants and represents that it will (a) provide all appropriate notices, (b) obtain all required informed consents and/or have any and all ongoing legal bases, and (c) comply at all times with any and all applicable privacy and data protection laws and regulations, for allowing Satori to use and process the data in accordance with this Agreement (including, without limitation, the provision of such data to Satori (or access thereto) and the transfer of such data by Satori to its affiliates, subsidiaries and subcontractors, including transfers outside of the European Economic Area), for the provision of the Software and the performance of this Agreement.
- 5.2. To the extent that Licensee needs a data processing agreement ("DPA"), Licensee shall request to privacy@satoricyber.com for Satori's DPA and shall return it signed to Satori as described therein.

6. Warranties.

Each Party represents and warrants that it is duly organized, validly existing and in good standing 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.

OTHER THAN AS EXPLICITLY STATED IN THIS AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE AND THE RESULTS THEREOF ARE PROVIDED ON AN "AS IS" BASIS. SATORI DOES NOT WARRANT THAT: (i) THE SOFTWARE AND/OR THE SERVICES WILL MEET LICENSEE'S REQUIREMENTS, OR (ii) THE SOFTWARE WILL OPERATE ERROR-FREE. SATORI EXPRESSLY DISCLAIMS ALL EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES,

INCLUDING MERCHANTABILITY, TITLE, NON- INFRINGEMENT, NON-INTERFERENCE, FITNESS FOR A PARTICULAR PURPOSE.

7. Intellectual Property Rights.

The Software is not for sale and is Satori's sole property. All right, title, and interest, including any intellectual property rights evidenced by or embodied in, attached, connected, and/or related to the Software (and any and all improvements and derivative works thereof) and any other products, deliverables or services provided by Satori; are and shall remain owned solely by Satori or its licensors. This Agreement does not convey to Licensee any interest in or to the Software other than a limited right to use the Software in accordance with Section 1. Nothing herein constitutes a waiver of Satori's intellectual property rights under any law.

If Satori receives any feedback (e.g., questions, comments, suggestions or the like) regarding any of the Services (collectively, "Feedback"), all rights, including intellectual property rights in such Feedback shall belong exclusively to Satori and Licensee hereby irrevocably and unconditionally transfers and assigns to Satori all intellectual property rights it has in such Feedback and waives any and all moral rights that Licensee may have in respect thereto. It is further understood that use of Feedback, if any, may be made by Satori at its sole discretion, and that Satori in no way shall be obliged to make use of any kind of the Feedback or part thereof. Any information about the use or operation of the Software (including, but not limited to, aggregated analytics information, metadata, aggregated and/or analytics information) which is not personally identifiable information ("Analytics Information") may be used by Satori for providing the Service, for development, and/or for statistical purposes. Such Analytics Information is Satori's exclusive property. Analytics Information does not include Licensee Data. As between the Parties, Licensee is, and shall be, the sole and exclusive owner of all data inputted or uploaded to the Software by Licensee ("Licensee Data").

The Software may include certain open source code software and materials that are distributed together with the Software and that are subject to their respective open source licenses. A list of any third party open source software and related open source licenses will be provided by Satori upon request and/or maybe available in the Software dependencies.txt file as may be amended from time to time. If there is a conflict between any open source license and the terms of this Agreement, then the open source license terms shall prevail but solely in connection with the related third party open source software.

8. Confidentiality.

Each Party may have access to certain non-public information of the other Party, in any form or media, including without limitation trade secrets and other information related to the products, software, technology, data, know-how, or business of the other Party, and any other information that a reasonable person should have reason to believe is proprietary, confidential, or competitively sensitive (the "Confidential Information"). 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 other Party's Confidential Information from disclosure to a third party. The receiving party's obligations under this Section, with respect to any Confidential Information of the disclosing party, shall not apply to and/or shall terminate if such information: (a) was already lawfully known to the receiving party at the time of disclosure by the disclosing party; (b) was disclosed to the receiving party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the receiving party has become, generally available to the public; or (d) was independently developed by the receiving party without access to, or use of, the disclosing party's Confidential Information. Neither Party shall use or disclose the Confidential Information of the other Party except for performance of its obligations under this Agreement ("Permitted Use"). The receiving party shall only permit access to the disclosing party's Confidential Information to its respective employees, consultants, affiliates, agents and subcontractors having a need to know such information in connection with the Permitted Use, who either (i) have signed a non-disclosure agreement with the receiving party containing terms at least as restrictive as those contained herein or (ii) are otherwise bound by a duty of confidentiality to the receiving party at least as restrictive as the terms set forth herein. The receiving party will be allowed to disclose Confidential Information to the extent that such disclosure is required by law or by the order of a court of similar judicial or administrative body, provided that it notifies the disclosing Party of such required disclosure to enable disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. All right, title and interest in and to Confidential Information are and shall remain the sole and exclusive property of the disclosing Party.

9. Support.

During the Subscription Term Satori shall use commercially reasonable efforts to repair the Software in accordance with the SLA. Satori's support obligation shall not apply if the failure of the Software results from or is otherwise attributable to: (i) repair, maintenance or modification of the Software by persons other than Satori or its authorized contractors; (ii) accident, negligence, abuse or misuse of the Software; (iii) use of the Software other than in accordance with the Software's Documentation; (iv) Licensee's failure to implement software updates provided by Satori specifically to avoid such failure; (v) the combination of the Software with equipment or software not authorized or provided by Satori.

10. LIMITATION OF LIABILITY.

WITHOUT DEROGATING FROM SATORI'S INDEMNIFICATION OBLIGATION UNDER SECTION 11 and EXCEPT FOR: (i) ANY DAMAGES RESULTING FROM ANY BREACH OF EITHER PARTY'S CONFIDENTIALITY OBLIGATIONS HEREIN, (II) AND/OR LICENSEE'S MISAPPROPRIATION OR OTHERWISE VIOLATION OF SATORI'S INTELLECTUAL PROPERTY RIGHTS (INCLUDING MISUSE OF THE LICENSE BY LICENSEE):

(A) NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, REPUTATION, OR PROFITS, DATA, OR DATA USE, AND

(B) EITHER PARTY'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO SATORI BY LICENSEE IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. FOR CLARITY, THE LIMITATIONS IN THIS SECTION DO NOT APPLY TO PAYMENTS DUE TO SATORI UNDER THIS AGREEMENT (INCLUDING THE ORDER).

THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION 10 (LIMITATION OF LIABILITY) WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND: (A) EVEN IF A PARTY HAS BEEN ADVISED, OR SHOULD HAVE BEEN AWARE, OF THE POSSIBILITY OF LOSSES, DAMAGES, OR COSTS; (B) EVEN IF ANY REMEDY IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE; AND (C) REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, TORT, NEGLIGENCE OR STRICT LIABILITY).

11. Indemnification.

Satori agrees to defend, at its expense, any third party action or suit brought against Licensee alleging that the Software (but excluding any open source therein), when used as permitted under this Agreement and the Order or Partner Order (as the case may be, infringes intellectual property rights of a third party ("IP Infringement Claim"); and Satori will pay any damages awarded in a final judgment against Licensee that are attributable to any such claim, provided that (i) Licensee promptly notifies Satori in writing of such claim; and (ii) Licensee grants Satori the sole authority to handle the defense or settlement of any such claim and provides Satori with all reasonable information and assistance, at Satori's expense. Satori will not be bound by any settlement that Licensee enters into without Satori's prior written consent.

If the Software becomes, or in Satori's opinion is likely to become, the subject of an IP Infringement Claim, then Satori may, at its sole discretion: (a) procure for Licensee the right to continue using the Software; (b) replace or modify the Software to avoid the IP Infringement Claim; or (c) if options (a) and (b) cannot be accomplished despite Satori's reasonable efforts, then Satori may terminate this Agreement and provide a refund for any amount pre-paid by Licensee for such returned Software for the remaining unused period of the license.

Notwithstanding the foregoing, Satori shall have no responsibility for IP Infringement Claims resulting from or based on: (i) modifications to the Software made by a party other than Satori or its designee; (ii) Licensee's failure to implement software updates provided by Satori specifically to avoid infringement; or (iii) combination or use of the Software with equipment, devices or software not supplied by Satori or not in accordance with the Documentation.

This Section states Satori's entire liability, and Licensee's exclusive remedy, for claims or alleged or actual infringement.

12. Suspension, Subscription Term and Termination.

If Satori believes that Licensee is using the Software in a manner that may cause harm to Satori or any third party then Satori may, without derogating from Satori's right to terminate this Agreement for any breach hereof, suspend Licensee's access to and use of the Software until such time as Satori believes the threat of harm, or actual harm, has passed. This Agreement shall enter into force and effect on the Effective Date and shall remain in full force and effect for the initial period set forth in the Order or the Partner Order (as the case may be) unless earlier terminated as set forth herein (the "Initial Subscription Term"). If Licensee purchased the license to the Software directly from Satori, following such Initial Subscription Term, the Agreement shall be automatically renewed at the then-applicable subscription fees for successive one (1) year terms unless terminated earlier as set forth herein and/or either Party provides the other Party with at least a sixty (60) days' prior written notice of non-renewal (each a "Renewal Term" and, if relevant, together with the Initial Subscription Term, the "Subscription Term"). Either Party may terminate this Agreement with immediate effect if the other Party materially breaches this Agreement and such breach remains uncured fifteen (15) days after having received written notice thereof. Termination of this Agreement for non-compliance with the SLA shall be solely in accordance with the termination rights specified in the SLA. Upon termination or expiration of this Agreement: (i) Software license granted to Licensee under this Agreement shall expire, and Licensee shall discontinue any further use and access thereof; (ii) Licensee shall immediately delete and dispose of all copies of the Documentation in Licensee's or any of its representatives' possession or control; (iii) Satori may delete all customer data uploaded on the Software without affecting any of Satori's rights to the Analytics Information; and (iv) any sums paid by Licensee until the date of termination are non-refundable. The provisions of this Agreement that, by their nature and content, must survive the termination of this Agreement in order to achieve the fundamental purposes of this Agreement (including limitation of liability) shall so survive. If applicable, Licensee shall be responsible to download its data from the Software prior to termination of this Agreement.

13. Customer Reference.

Licensee hereby agrees that Satori may use Licensee's name and logo to identify Licensee as a customer of Satori or user of the Software, on Satori's web site, presentations, marketing materials or otherwise. In addition, it is hereby agreed that Licensee will cooperate with Satori for creating a quote / case study that will be published on the Satori website. Following the termination of this Agreement Licensee may request Satori to remove such customer reference.

14. Miscellaneous.

This Agreement, including the DPA (if applicable), represents the complete agreement concerning the subject matter hereof and may be amended only by a written agreement executed by both Parties. 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. Any use of the Software by an agency, department, or other entity of the United States government shall be governed solely by the terms of this Agreement. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, this Agreement may be assigned by either Party in connection with a merger, consolidation, sale of all of the equity interests of the Party, or a sale of all or substantially all of the assets of the Party to which this Agreement relates. This Agreement shall be governed by and construed under the laws of the State of New York, without reference to principles and laws relating to the conflict of laws. The competent courts of the city of New York, New York shall have the exclusive jurisdiction with respect to any dispute and action arising under or in relation to this Agreement. This Agreement does not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the Parties. Satori will not be liable for any delay or failure to provide the Services resulting from circumstances or causes beyond the reasonable control of Satori including, but not limited to on account of strikes, shortages, riots, insurrection, fires, flood, storms, explosions, acts of God, war, government or quasi-governmental authorities actions, acts of terrorism, earthquakes, power outages, pandemic or epidemic (or similar regional health crisis), or any other cause that is beyond the reasonable control of Satori.