SUBSCRIPTION AGREEMENT

This Subscription Agreement ("**Agreement**") is between the customer identified in the Order Form ("**Customer**", "**you**", or "**your**") and CardinalOps entity as set forth below or identified in the Order Form ("**CardinalOps**"). This Agreement governs Customer's subscription, access and use of CardinalOps's proprietary SOC threat coverage optimization and analysis solution, including a Software Agent (as defined below), and related managed services (collectively "**Software**") as further made available and detailed in the applicable order form or quote executed by the Parties ("**Order Form**"). Each CardinalOps and Customer may be referred to herein individually as a "Party" or collectively as the "Parties".

This Agreement does not have to be signed in order to be binding. By executing an Order Form, or by clicking "Accept", accessing, or otherwise using the Software (the date of the first of which will be referred to as the "**Effective Date**"), the Customer accepts this Agreement. If you do not agree to the terms of this Agreement, you may not access or use the Software.

IMPORTANT: If you are entering into this Agreement on behalf of your employer, a company, or other legal entity ("**Organization**"), you represent that you have the full right power and legal authority to enter into and bind the Organization to this Agreement and that the Organization agrees to be bound by the terms of this Agreement. All references to "Customer", "you" or "your" in this Agreement refer to the Organization, as applicable.

1.   DEFINITIONS.

1.1 **"Affiliate"** means any entity that Controls, is Controlled by, or under common Control with either of the Parties, where "*Control*" means having the power, directly or indirectly, to direct or cause the direction of the management and policies of the entity, whether through ownership of voting securities, by contract or otherwise.

1.2 "**Documentation**" means the instructions, user guides, manuals and release notes provided by CardinalOps, at any time, in printed and/or electronic form, that describe the installation, operation, use or technical specifications of the Software.

1.3 "**Software Agent**" means a software component, installed on Customer's premises, which allows the connectivity of the Software to Customer's Security Information and Event Management (SIEM).

1.4 "**Updates**" means any unspecified updates, service patches, or releases made to the Software from time to time which may enhance or improve on existing features, or functions, modules, and technology which are generally made available by CardinalOps to its customers at no additional costs.

1.5 "**Upgrades**" any new version of the Software, service patches, or releases thereof which involve the addition of new features and/or new capabilities beyond the existing scope of the features and/or capabilities of the Software.

1.6 "**User**" means Customer's individual employees, agents, contractors, consultants, suppliers or other individuals who are authorized hereunder to use the Software according to the terms and conditions of this Agreement.

2.   RIGHTS TO USE; RESTRICTIONS ON USE

2.1   The scope of the subscription for the use of the Software ("**Subscription**") will be determined in the Order Form and shall include the contemplated period(s) of the Subscription (the "**Subscription Period(s)**"). If Customer wishes to extend the Subscription Period, the purchase of additional Subscription Periods is required.

2.2   Subject to payment of the Subscription fees ("**Fees**") in accordance with CardinalOps' then current price list and as shell be specified in a valid Order Form, the activation, installation and use of the Software shall be enabled, locally or remotely, on the Customer's networks and assets as set forth in the Order Form.

2.3   Subject to payment of Fees under a valid Order Form, CardinalOps hereby grants Customer a limited, revocable, nonexclusive, non-transferable and non-assignable right during the Subscription Period(s) to (i) install/have installed by CardinalOps, run/have run by CardinalOps the Software and/or the Software Agent in accordance with Subscription as set forth in the applicable Order Form; and (ii) use the Software and/or the Software Agent in machine-readable, object code form only, by the authorized Users (as, and to the extent, provided under an applicable Order Form), solely for Customer's internal business purposes, all in accordance with the terms and conditions set forth in this Agreement and the Order Form.

2.4   CardinalOps may make available Documentation to Customer for Customer's internal business purposes and solely in connection with the use of the Software during the Subscription Period(s). Customer may print or copy the Documentation as needed for its own internal business purposes provided that all copyright notices are included therein. The Documentation shall be considered as CardinalOps' Confidential Information (as further defined). Unless the Documentation is separately referred to herein, all references in this Agreement to the Software shall include the Documentation.

2.5   **Additional Rights and Restrictions**.

2.5.1   The Software and/or the Software Agent are licensed, not sold. This Agreement only gives the Customer limited rights to use the Software and/or the Software Agent as explicitly set forth in this Agreement and CardinalOps (or its licensors as applicable) reserves all other rights.

2.5.2   The Customer agrees that it will not, and will not permit others to (i) work around any technical protections; (ii) modify, translate, reverse engineer, decompile, disassemble any of the Software and/or the Software Agent, integration or component, and/or any part thereof, or create any derivative work based thereon; (iii) exceed the Subscription as specified in this Agreement and applicable Order Form(s); (iv) test the Software and/or the Software Agent or use the Software and/or the Software Agent in connection with any benchmark tests or any other tests or comparisons of which the results are to be published in any form or media; (v) sublicense, transfer, publish or make available to the public or any third party, rent, lease or lend the Software and/or the Software Agent; (vi) use the Software and/or the Software Agent to operate a service bureau or subscription services or for commercial software hosting services; (vii) disclose or attempt to disclose the Software or any part of, or their sources by any means of dissemination; (viii) represent that Customer possess any proprietary interest in the Software and/or the Software Agent; (ix) directly or indirectly, take any action to contest CardinalOps' (or its licensors) intellectual property rights in or in connection to the Software in any way; or (x) use the Software and/or the Software Agent or any of the Software output for the purpose of competing with CardinalOps.

2.6 **Marks and Use of CardinalOps' Name**. This Agreement does not grant the Customer any rights in and to CardinalOps' trademarks or service marks. The Customer will not remove or modify any Software markings or any notice of CardinalOps' proprietary rights.

2.7 **Software Minimum Requirements**. The Customer acknowledges and agrees that the proper use of the Software may require one or more compatible hardware, internet access, and certain software and/or hardware as further described in the applicable Order Form and/or Documentation provided by CardinalOps.

2.8   **Transfer to a Third Party**. The rights granted to the Customer in this Agreement may not be assigned or transferred by either Party without the other Party's prior written consent. Notwithstanding the foregoing, CardinalOps may assign or transfer its rights to receive money under this Agreement to any third

party without limitation subject only to prompt written notice to Customer, and either Party may assign its rights and obligations and undertakings hereunder in connection with a sale or transfer of all or substantially all of the applicable Party's assets, stock or business by sale, merger, consolidation, or similar transaction. Any purported assignment or transfer in violation of this Section 2.8 (*Transfer to a Third Party*) shall be void.

2.9   Customer shall comply with and cause anyone on its behalf to comply with all applicable laws, rules, regulations and/or guidelines relating to the use of the Software under this Agreement or any part thereof, including, without limitation, any export control and/or anti-bribery regulation.

3.   FEES

3.1 Customer shall pay the Fees due to CardinalOps as set forth in the Order Form added with any applicable VAT or other similar sales taxes. Payment shall be due in accordance with the payment schedule set forth in the Order Form. Unless otherwise set forth in the applicable Order Form payments shall be made in United States Dollars by wire transfer to CardinalOps (or to any of its Affiliates in CardinalOps' sole discretion) designated bank account. All Fees shall be non-cancellable and the sums paid non-refundable except in the case of termination of the Agreement by Customer for material breach by CardinalOps (pursuant to the terms of this Agreement) in which case Customer shall be entitled to a refund of prepaid Fees on a pro-rated basis from the termination date.

3.2 Unless otherwise specifically stated in the Order Form, any discounts provided will apply only to the specific term they were granted. Support and maintenance services and/or professional services are optionally available to Customer subject to payment of applicable Fees. Customer is responsible for payment of any taxes resulting from the acceptance of this Agreement or from the possession and use of the Software.

4.   SUPPORT AND MAINTENANCE; PROFESSIONAL SERVICES.

4.1   During the Subscription Period(s), Customer will be entitled to receive CardinalOps' standard customer support services ("**Support Services**") during normal business hours, according to the Service Level Agreement which may be found at: SLA_Link. Subject to additional fees, Customer may be entitled to receive enhanced Support Services in the event such are included under the applicable Order Form.

4.2   Unless otherwise indicated in the Order Form, the Support Services do not include, however, any configuration, integration, customization or other services ("**Professional Services**") with respect to the Software. If Customer desires to receive any Professional Services with respect to the Software, such Professional Services shall be governed by a separate professional service agreement to be agreed upon in writing between the Parties.

5.   WARRANTY; DISCLAIMERS

5.1. **Limited Warranty**. CardinalOps warrants, for Customer's benefit alone, that the Software as provided by CardinalOps, if operated as directed and in accordance with the Documentation and herewith, shall operate substantially in accordance with the express functional specifications in the Documentation. CardinalOps warrants that it has the requisite authority to execute, deliver, and perform its obligations under this Agreement and that doing so will not violate any preexisting contracts or agreements.

5.2. **DISCLAIMERS**.   THE SOFTWARE IS COMPLEX COMPUTER SOFTWARE. ITS PERFORMANCE WILL VARY DEPENDING ON THE CUSTOMER'S HARDWARE PLATFORM, SOFTWARE INTERACTIONS, THE CONFIGURATION OF THE SOFTWARE AND OTHER FACTORS. EXCEPT FOR THE EXPRESS WARRANTIES STATED ABOVE, THE SOFTWARE IS NEITHER FAULT TOLERANT NOR FREE FROM ERRORS, CONFLICTS, OR INTERRUPTIONS

AND CARDINALOPS DOES NOT WARRANT OR GUARANTEE THAT THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS, THAT THE SOFTWARE WILL OPERATE ERROR-FREE, THAT CUSTOMER'S USE OF THE SOFTWARE WILL BE UNINTERRUPTED, THAT IT WILL BE COMPATIBLE WITH ALL OF CUSTOMER'S EQUIPMENT OR SOFTWARE CONFIGURATIONS OR THAT CARDINALOPS WILL CORRECT ALL ERRORS IN THE SOFTWARE. IN ADDITION, NOTWITHSTANDING ANYTHING TO THE CONTRARY, CARDINALOPS SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR PROBLEMS CAUSED BY MODIFICATIONS OR CUSTOMIZATIONS TO THE SOFTWARE MADE WITHOUT CARDINALOPS' WRITTEN APPROVAL.

5.3. **AI Capabilities**. CardinalOps may integrate within the Software, certain generative artificial intelligence capabilities that are based on Large Language Models and are intended to augment Customer's SOC detection engineering capabilities (the "**AI Features**"). CardinalOps does not control the output generated by the AI Features (the "**Output**") and does not make any guarantees about the accuracy, currency, suitability, or quality of such Output. Therefore, the Output should not be relied on as the sole measure for a complete detection of all cybersecurity threats or attacks. Customer's use of the AI Features, the input and content provided by Customer, and the Output shall be at Customer's sole responsibility, and CardinalOps shall not be responsible or liable, directly or indirectly, for any damage or loss whatsoever caused, or alleged to be caused, in connection with the use of the AI Features or the Output. Without derogating from the warranties provided under Section 5.1 (Limited Warranty) above, Customer's use of the AI Features as integrated within the Software and the Output, shall be governed by the applicable third-party AI Features provider's terms. CardinalOps does not guarantee the Customer's rights in the Output and their enforceability against other users. Notwithstanding the aforementioned, as between CardinalOps and Customer, CardinalOps shall have no copyrights infringement claims relating to the Output.

5.4. EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 5.1 (*LIMITED WARRANTY)* ABOVE, THE SOFTWARE AND THE DOCUMENTATION ARE PROVIDED "AS-IS", AND CARDINALOPS EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

5.5. **Exclusive Remedies.** For any breach of the warranties contained in Section 5.1 (*Limited Warranty*), Customer's exclusive remedy, and CardinalOps' entire and sole liability under this Agreement, shall be to use reasonable commercial efforts to repair or replace the Software so that it operates as warranted; provided that (i) Customer has fully paid all due Fees, (ii) Customer is not otherwise in breach of this Agreement, and (iii) Customer has reported in writing to CardinalOps the claimed failure promptly upon discovery. If CardinalOps is unable to repair or replace the Software within thirty (30) days of receiving such notice from Customer, CardinalOps will be entitled to terminate this Agreement and refund any prepaid unused amount of the Fees covering the remainder of the current Subscription Period(s) after the effective date of termination. CardinalOps may disclaim any obligation or liability under this Section 5 (*Warranty; Disclaimers*) if the Software has been: (i) altered, modified, or serviced other than by CardinalOps; (ii) improperly installed or used in a manner other than as specified in the Documentation; or (iii) if Customer violated the Subscription's scope and/or the restrictions set forth under Section 2 (*Right to Use; Restrictions to use*) hereto. The warranty shall not apply if the Software is used on or in conjunction with hardware other than as described in the Documentation or in the applicable Order Form.

6.   **Intellectual Property; Confidential Information**

6.1. **Intellectual Property**. No rights other than those expressly set forth herein shall pass to the Customer. Customer acknowledges and agrees that as between Customer and CardinalOps, the Software, Software Agent, and the Documentation, including any related services and any revisions, corrections, modifications, enhancements and/or Upgrades thereto, are CardinalOps' property protected under copyright laws, patent law, and/or other laws protecting intellectual property rights and international treaties.

Customer further acknowledges and agrees that all right, title, and interest in and to the Software and/or the Software Agent including associated intellectual property rights (including, without limitation, copyrights, trade secrets, trademarks, etc.), evidenced by or embodied in and/or attached/connected/related to the Software (including, without limitation, the code), Documentation and any related services, are and shall remain with CardinalOps. Nothing in this Agreement constitutes a waiver of CardinalOps' intellectual property rights under any law. Customer understands and acknowledges that the Software contains or includes proprietary confidential information and trade secrets of CardinalOps. Customer will not knowingly do anything to impair CardinalOps' proprietary rights in the Software or seek to acquire or register any rights in CardinalOps' proprietary marks, copyrights or information. In the event Customer provides CardinalOps with any suggestions, comments or other feedback relating to the Software, or if CardinalOps, independently or via its third party service provider generates any knowledge in connection with its provision of the Software and any related services or the use thereof, whether such feedback is provided or generated (as applicable) prior to, on or after the Effective Date (collectively "**Feedback**"). Customer hereby grants CardinalOps and/or its Affiliates a perpetual, irrevocable, worldwide, unlimited, sublicensable, fully paid-up and royalty-free right to use the Feedback in any manner. For clarity, any Feedback shall not include any of Customer's Confidential Information and/or Customer Data (as defined below). Other than as set forth in Section 6.1 (*Intellectual Property*) above, all Customer data provided by Customer in the course of using the Software or the services, or data originating from Customer's network and assets, including its servers and computers using the Software (the "**Customer Data**") together with all reports and analysis produced through the use of the Software pursuant hereto (the "**Reports**"), is and will remain at all times the property of Customer.

6.2. Customer hereby warrants and represents that the Customer Data: (i) does not infringe upon any third party's rights, including but not limited to any third-party intellectual property rights, privacy rights and publicity rights of any third party; (ii) complies with all applicable laws including all applicable privacy laws and regulations, and (iii) does not contain any viruses, worms, Trojan horses or other harmful or destructive code.

6.3. CardinalOps acts and is authorized on behalf of Customer during the Term to install and connect (or have installed/connected) the Software Agent and the Software (via the Software Agent) on or to Customer's network, system and assets and use Customer Data, for the sole purpose and as necessary to carry out the Subscription and services contemplated under this Agreement. Customer represents that during the Subscription Period(s), it shall hold any necessary rights, licenses, consents and/or permissions to allow CardinalOps and its service providers to perform their obligations under this Agreement, including without limitation, the use of Customer Data as contemplated hereunder.

6.4. Customer grants CardinalOps an irrevocable, perpetual, non-transferable, non-sub-licensable, non-exclusive, royalty-free right to use, have used, any depersonalized anonymous or statistical data, which does not identify Customer, and any derivative, or data which is derived or deducted by CardinalOps from Customer's use of the Software pursuant hereto, for CardinalOps' analytics, research, development, internal uses and for the purpose of generating general insights, reports and publications with respect to CardinalOps' industry, products and performance. **Confidential Information**. Prior to or during the Term of this Agreement, the Parties may, directly or indirectly, disclose to each other, or have access to, certain Confidential Information (as defined below) of the other Party, whether in writing, oral form or in any other manner. For the purposes of this Agreement, "*Confidential Information*" means any and all information, data and know-how of a private, non-public or confidential nature, in whatever form, that relates to the business, financial condition, technology and/or products of the disclosing party, its Affiliates, customers, suppliers, or potential customers or suppliers, provided or disclosed to the receiving party or which becomes known to the receiving party, or is viewed by the receiving party during a visit to the disclosing party's facilities, whether or not marked or otherwise designated as "confidential", "proprietary" or with any other legend indicating its proprietary nature. By way of illustration and not limitation, Confidential Information of CardinalOps includes all forms and types of financial, business, scientific, technical, or engineering information and know-how, including but not limited to in relation to the Software. Confidential Information of Customer includes but is not limited to all Customer Data and Reports. "*Confidential*

Information" shall not include information or any matter that the receiving party can demonstrate by written and dated evidence: (a) was already known to the receiving party from a source other than the disclosing party prior to disclosure; (b) was independently developed by the receiving party without use of, or reference to, the Confidential Information; (c) has become a part of the public knowledge, through no fault of, or breach of this Agreement by the receiving party; (d) was lawfully received by the receiving party from another person or entity having no confidentiality obligation to the disclosing party or its Affiliates; or (e) is explicitly approved in writing by the disclosing party for release by the receiving party. The receiving party shall treat all Confidential Information of the disclosing party as strictly confidential, and except as expressly contemplated hereunder it shall: (a) not, directly or indirectly use or otherwise exploit Confidential Information for any other purpose other than for performing hereunder; (b) refrain, either by itself or through any third party, from analyzing or attempting to analyze the Confidential Information or any part of it, including by way of disassembly, decompiling or reverse engineering any samples, prototypes, software or other tangible objects, in order to determine the composition, design or specifications thereof; (c) not modify, create derivative works based, or emulate the functionality of any samples, prototypes, software or other tangible objects constituting Confidential Information; (d) protect and safeguard the Confidential Information against any unauthorized use, disclosure, transfer or publication with at least the same degree of care as it uses for its own confidential or proprietary information, but in no event using less than a reasonable degree of care; (e) restrict disclosure of the Confidential Information to those directors, officers, employees, agents, consultants, contractors, or representatives of itself or of its Affiliates ("**Representatives**") who clearly have a need-to-know such Confidential Information, and for no purpose other than for performing hereunder; (f) advise such Representatives of their obligations to comply with the terms and conditions of this Agreement, and receiving party shall be liable for any failure of its Representatives to comply with any terms of this Agreement; and (g) notify the disclosing party immediately upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement. In the event that the receiving party becomes legally compelled to disclose any of the Confidential Information, it will provide the disclosing party with prompt notice thereof so that the disclosing party may seek a protective order or other appropriate remedy against the disclosure, and in any event, will limit the disclosure to the greatest extent reasonably possible under the circumstances. The receiving party acknowledges that a breach of this Section 6.5 (*Confidential Information*) will cause irreparable damage to disclosing party that cannot be calculated or that cannot be adequately compensated for by money damages and, accordingly, the disclosing party shall be entitled to seek injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.

7. DATA PRIVACY AND PROTECTION

7.1. The Parties agree and acknowledge that under the terms of this Agreement, and to the extent that Customer Data includes any personal data (or any cognate term under applicable law) with respect to the Processing of personal data contained in such Customer Data, Customer is a Controller or a Processor and CardinalOps is a Processor.

7.2. In addition, in the course of receiving the Services, Customer will make available to CardinalOps, or enable CardinalOps to collect, personal data.

7.3. Each party shall comply with the obligations that apply to it under applicable data protection law and the obligations set forth under the CardinalOps data processing agreement, which may be found at DPA_Link ("**DPA**"). CardinalOps shall implement the appropriate technical and organizational measures described in the DPA.

8. INTELLECTUAL PROPERTY INFRINGEMENT; INDEMNIFICATION

8.1. **Infringement Indemnification**.   CardinalOps shall defend, indemnify and hold Customer harmless at CardinalOps' sole cost and expense, for any claim, suit, expenses, damages, or proceeding brought against Customer which alleges that the Software, as delivered and used in accordance with the

terms of this Agreement, infringes any third party patent, copyright or other intellectual property right (a "**Claim**"). CardinalOps will pay the amount of any final judgment or settlement of such Claim awarded against Customer, provided that Customer gives CardinalOps written notice promptly upon becoming aware of such Claim or threat of Claim, including full information and reasonable assistance in its defense or settlement and allows CardinalOps to assume full control of the defense and settlement of such Claim, provided that any settlement intended to bind Customer shall not be final without Customer's written consent, which consent shall not be unreasonably withheld.

8.2. **Limitations on Indemnity Obligations**. CardinalOps shall have no liability for any claim of infringement based upon: (i) modification of the Software not approved by CardinalOps; (ii) use by Customer of a superseded or altered release of the Software or Documentation if such infringement would have been avoided by the use of a current unaltered release of the Software or Documentation that CardinalOps made available to Customer; (iii) the combination, operation or use of the Software furnished under this Agreement with software or hardware not furnished or approved for such combination, operation or use by CardinalOps if the infringement would not have arisen but for such actions.

8.3. **Remedies**. Without in any way limiting CardinalOps' obligations to indemnify and defend Customer under Section 8.1 (*Infringement Indemnification*), if an injunction is obtained in such action against Customer's use of the Software, CardinalOps may, at its option and expense, either: (i) obtain for Customer the right to continue to use the Software; (ii) replace the Software with a product with substantially equivalent functionality; or (iii) modify the Software so that it becomes non-infringing, while maintaining substantially equivalent functionality. If (i), (ii) or (iii) above are not commercially practical, then CardinalOps may elect to give Customer a refund of prepaid Fees on a prorated basis from the date the Software became unavailable for Customer's use and shall be entitled to terminate this Agreement and any Order Form.

9. LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL OR EQUITABLE BASIS FOR THE CLAIM, NEITHER PARTY, NOR ANY OF ITS AFFILIATES OR SUPPLIERS, WILL BE LIABLE FOR ANY INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, DAMAGES FOR LOST PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION, LOSS OF DATA OR BUSINESS INFORMATION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES) ARISING IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SOFTWARE SUPPORT SERVICES OR PROFESSIONAL SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. CARDINALOPS' MAXIMUM AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO THE FEES PAID TO CARDINALOPS IN THE TWELVE (12) MONTHS PRECEDING THE EVENT THAT GAVE RISE TO THE LIABILITY UNDER THE APPLICABLE ORDER FORMS. THE FOREGOING LIMITATIONS OF THIS SECTION 9 (*LIMITATION OF LIABILITY*) WILL NOT APPLY TO LIABILITY CAUSED BY EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 6.4 (*CONFIDENTIAL INFORMATION*) OR EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR CUSTOMER'S BREACH OF ANY RESTRICTIONS, OBLIGATIONS AND REPRESENTATIONS UNDER SECTION 2 (*RIGHT TO USE; RESTRICTIONS ON USE*) HEREUNDER.

10. TERM AND TERMINATION. This Agreement shall enter into effect upon the Effective Date, and unless terminated earlier in accordance with the terms hereof, it shall continue for the duration of the Subscription Periods set forth in agreed upon Order Forms executed between the Parties, referencing this Agreement (the "**Initial Term**"). Upon the expiration of the Initial Term, this Agreement shall be automatically renewed for an additional twelve (12) months' period(s) unless either Party notifies otherwise the other Party ("**Renewal Terms**"; the Initial Term together with all Renewal Terms – the "**Term**"). Either Party may terminate this Agreement if the other Party breaches its terms and such breach is not cured within

thirty (30) days of the terminating Party's written notice of such breach. Sections 2.5.2 (*Restrictions*), 5 (*Warranty; Disclaimers*), 6 (*Intellectual Property; Confidential Information*), 7 (*Intellectual Property Infringement; Indemnification*), 9 (*Limitation of Liability*), 10 (*Term and Termination*) and 13 (*General*) will survive any termination or expiration of this Agreement.

11. RETURN OR DESTRUCTION OF SOFTWARE AND DOCUMENTATION UPON TERMINATION OF SUBSCRIPTION. Upon termination or expiration of this Agreement Customer shall cease using the Software and Documentation and either Party shall return to the other Party any Confidential Information it holds or has access to, and certify of the same in writing.

12. PUBLICITY. With Customer's prior written consent, CardinalOps may use Customer's name and logo in publicly available sources to identify Customer as a customer of CardinalOps, such as use on CardinalOps' website and marketing materials. Any such consent terminates upon termination of this Agreement.

13. GENERAL

13.1.   **Severability**. In the event any provision or part of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, it shall be amended to the extent required to render it valid, legal and enforceable, or deleted if no such amendment is feasible, and such amendment or deletion shall not affect the enforceability of the other provisions hereof.

13.2.   **Waiver**. No waiver of any breach of this Agreement will be a waiver of any other breach, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving Party. 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.

13.3.   **Entire Agreement.** This Agreement, including any referenced written addenda, Order Forms and exhibits constitutes the entire agreement between the Parties and supersedes all previous agreements or representations, written or oral, with respect to its subject matter. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each Party. Notwithstanding the foregoing, CardinalOps may make changes to this Agreement for valid reasons, such as due to the addition of new functions or features to the Software, technical adjustments, fixing typos or errors, legal or regulatory reasons, or for any other reasons as CardinalOps deems necessary, at CardinalOps's reasonable and sole discretion, provided that CardinalOps shall provide the Customer with notice as appropriate under the circumstances. Customer's usage of the Software after the implementation of said change will be deemed as acceptance by Customer of said change. A material change to this Agreement shall be in writing and shall be accepted by both Parties.

13.4.   **Contracting Entity and Governing Law.** Unless otherwise provided under an applicable Order Form the CardinalOps contracting entity and Parties' choice of governing laws and forum shall be as follows:

13.4.1. Where the Customer's business address or state of incorporation is in <u>North America</u>, the CardinalOps contracting entity is **CardinalOps, Inc.**, a Delaware company with offices located at 1007 N. Orange Street, Wilmington, DE 19801, USA and the Agreement will be governed by the laws of the State of Delaware without giving effect to the conflicts of laws principles. The Parties hereby consent to the exclusive jurisdiction of the courts located in Delaware to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter.

13.4.2. Where the Customer's business address or state of incorporation is in any <u>other location</u>, the CardinalOps contracting entity is **CardinalOps Ltd.**, an Israeli company with offices located at 144A Menachem Begin Rd., Tel-Aviv, Israel, and the Agreement will be governed by the laws of the State of Israel, without giving effect to the conflicts of laws principles. The Parties hereby consent to the

exclusive jurisdiction of the courts located in Tel Aviv-Jaffa to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter.

13.4.3. In any case, the Parties specifically exclude the application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement.

13.5. **Headings.** The paragraph headings in this Agreement have been inserted merely for convenience and shall not affect the rights and obligations of the Parties or the meaning of the language in this Agreement.