

END USER LICENSE AGREEMENT

This END USER LICENSE AGREEMENT (this “EULA”) is an agreement between Duality Technologies, Inc., and its affiliated companies, having its principal place of business at 5 Marine View Plaza, Hoboken, NJ 07030 (“Licensor”) and the user of the Licensor’s Solution (as defined below) (“Licensee”). Licensor and Licensee agree as follows:

01. DEFINITIONS

1.1. “Deployment Environment” means the physical, virtualized, and/or cloud-based environment(s) on which the Solution is installed.

1.2. “Documentation” means documentation furnished or made available by Licensor in conjunction with the Solution, and includes user manuals, training materials and specifications.

1.3. “Intellectual Property Rights” means any and all right, title and interest in patents, inventions, discoveries, copyrights, works of authorship, trade secrets, and trademarks.

1.4. “Order Form” means an ordering document that represents the purchase of the Solution executed by Licensee with Licensor or a third party reseller, and that references and incorporates by reference this EULA, which may take the form of a schedule, purchase order, statement of work, or similar document.

1.5. “Solution” means Licensor’s security software product (in object code only), as more specifically described in the Order Form, as well as any Upgrades made available to Licensee under Support Services.

1.6. “Subscription Term” means the subscription-based term of the license to the Solution that is indicated in the Order Form.

1.7. “Support Services” means the terms set forth on a Support Services attachment to this EULA, or if not attached, then as set forth on www.dualitytech.com.

1.8. "Upgrade" means an upgrade, update (such as a fix or patch), or other modification, enhancement or customization of the Solution provided by Licensor to Licensee as part of Support Services.

02. LICENSE GRANT

Subject to the terms and conditions of this EULA, Licensor grants Licensee a limited, nonexclusive, non-assignable, non-transferable, non-sublicensable, license, during the Subscription Term, to (a) download, install, access and use the Solution for internal business operations only and (b) use the Documentation solely in connection with use of the Solution. Order Forms will include a definition of the scope of license purchased by Licensee. The Solution and Documentation are only licensed under this EULA, and no title in, to, or under the Solution or Documentation (or the copies thereof) pass to Licensee. Except for the license granted herein, Licensee is granted no other right or license to the Solution.

03. LICENSE RESTRICTIONS

Except to the extent expressly permitted in this EULA (or otherwise mandated under any law applicable to Licensee), Licensee shall not, and shall not permit or encourage any third party to, do any of the following: (1) copy or reproduce the Solution; (2) sell, assign, lease, lend, rent, distribute, sublicense, or make available the Solution to any third party, or otherwise use the Solution to operate in a time-sharing, outsourcing, or service bureau environment; (3) modify, alter, adapt, arrange, translate, decompile, disassemble, reverse engineer, or otherwise attempt to reconstruct or discover the source code or non-literal aspects (such as, but not limited to, the underlying structure, sequence, organization, ideas, routines, facilities, and formats) of, the Solution; (4) remove, alter, or conceal, in whole or in part, any copyright, trademark, patent, or other proprietary legend, notice or designation displayed or contained on/in the Solution; (5) circumvent, disable or otherwise interfere with security-related features of the Solution, or with features that prevent or restrict use of the Solution; (6) make a derivative work of the Solution, or use the Solution to develop any service or product that is the same as, substantially similar to, or competes with, the Solution; (7) disclose to the public the results of any internal performance testing or benchmarking studies of/about the Solution; (8) publish, transmit, or link to any robot, spider, crawler, virus, malware, Trojan horse, spyware, or similar malicious code or item intended (or that has the potential) to damage, disrupt,

compromise, or exploit the Solution; or (9) use the Solution in any manner that violates law.

04. USAGE AUDIT

During the Subscription Term and for one year thereafter, Licensor may request that Licensee furnish it with a report signed by an authorized management representative of Licensee verifying Licensee usage of the Solution in accordance with the terms of this EULA, which report will include usage data as requested by Licensor. Without derogating from the foregoing, during the Subscription Term and for one year thereafter, Licensor shall be entitled to audit the Deployment Environment and usage of the Solution in order to verify proper usage in accordance with the terms herein. Such audits shall be scheduled a reasonable time (at least ten (10) business days) in advance during Licensee's normal business hours. If Licensee's use of the Solution is found to be inconsistent with the applicable license terms (such as, but not limited to, installation of the Solution in a manner that does not comply with the purchased configuration), then Licensee will be invoiced for the additional usage, and the unpaid fees shall be payable, in accordance with Licensor's then current price list; and Licensee shall also pay Licensor's reasonable costs of conducting the audit. This Section 4 shall not limit or restrict Licensor's rights or remedies that are otherwise set forth in this EULA or available at law or in equity.

05. SUPPORT SERVICES

During the Subscription Term, Licensor will provide the basic Support Services for no fee over the fees charged for the Solution under the Order Form. Licensor may need to have remote access to the Solution in order to provide certain Support Services. Licensor agrees to comply with Licensee's security requirements relating to such access. If Licensee does not provide Licensor with such access, then Licensor may not be able to provide certain elements of the Support Services.

06. OWNERSHIP

6.1. As between the parties, Licensor is, and shall remain, the sole and exclusive owner of all Intellectual Property Rights in, to, and under the Solution and Documentation, as

well as any Upgrades to the foregoing. Any rights not expressly granted to Licensee under this EULA, are hereby reserved by Licensor .

6.2. If Licensee provides Licensor or its affiliates with any feedback, ideas or suggestions regarding the Solution and/or Documentation (collectively, "Feedback"), Licensee hereby grants Licensor a worldwide, non-exclusive, sublicensable, assignable, transferable, perpetual, irrevocable, royalty-free, and fully paid license to use, edit, distribute, create derivative works of, and otherwise fully exploit such Feedback for any use and purpose whatsoever.

07. ORDERING, PAYMENT

7.1. Subscriptions to the Solution shall be ordered and renewed under Order Forms.

7.2. Licensee shall pay the applicable subscription fee specified in an Order Form for the

08. CONFIDENTIALITY

8.1. Each party (the "Recipient") may have access to certain non-public or proprietary information and materials of the other party (the "Discloser"), whether in tangible or intangible form ("Confidential Information") during the performance of this EULA. Without derogating from any other obligation or restriction in this EULA, Licensee shall treat the Solution and Documentation as Licensor's Confidential Information. Moreover, the parties agree that the terms of the Order Forms are the Confidential Information of Licensor. Confidential Information shall not include information and material which: (a) at the time of disclosure by Discloser to Recipient hereunder, is in the public domain; (b) after disclosure by Discloser to Recipient hereunder, becomes part of the public domain through no fault of the Recipient; (c) was rightfully in the Recipient's possession at the time of disclosure by the Discloser hereunder, and which is not subject to a prior continuing obligation of confidentiality; (d) is rightfully disclosed to the Recipient by a third party having the lawful right to do so; (e) independently developed by the Recipient without use of, or reliance upon, Confidential Information received from the Discloser as evidenced by internal documentation; or (f) whose disclosure is required by law.

8.2. Recipient shall use the Discloser's Confidential Information solely for the purposes of Recipient exercising its rights and performing its obligations under this EULA. Recipient

shall not disclose the Discloser's Confidential Information to any third party, except to its employees, legal advisers, and other personnel who have a need to know such Confidential Information in order for Recipient to exercise its rights or perform its obligations under this EULA; provided, however, that such personnel are subject to substantially similar confidentiality undertakings as contained herein. The Recipient shall be primarily responsible for the acts and omissions of such personnel.

8.3. Recipient shall take commercially reasonable measures, at a level at least as protective as those taken to protect its own Confidential Information of like nature (but in no event less than a reasonable level), to protect the Discloser's Confidential Information from unauthorized use and disclosure.

8.4. In the event Recipient is required to disclose Discloser's Confidential Information pursuant to any law, regulation, or governmental or judicial order, Recipient will (a) subject to compliance with legal requirements, promptly notify Discloser in writing of such law, regulation or order, (b) reasonably cooperate with Discloser in opposing such disclosure, at the Discloser's expense, and (c) only disclose to the extent required by such law, regulation or order (as the case may be) as advised by Recipient's legal counsel.

8.5. Each party acknowledges that in the event of a breach or threatened breach of this Section 8 by the Recipient, the Discloser may suffer irreparable harm or damage for which monetary damages will be inadequate, and the Discloser will, therefore, be entitled to seek injunctive relief and specific performance to enforce the obligations under this Section 8 (without the need to post a bond).

09. TERM AND TERMINATION

9.1. This EULA commences as of the Effective Date and will continue for a period of one (1) years. Thereafter, this EULA will automatically renew for periods of one (1) year each, unless either party notifies the other party of its intention not to renew this EULA at least thirty (30) days prior to the end of the then-current term.

9.2. Each party may terminate this EULA immediately upon written notice to the other party: (a) if the other party commits a material breach under this EULA and fails to cure that breach within thirty (30) days after receipt of written notice specifying the material breach; and/or (b) if the other party is declared bankrupt by a judicial decision, or, in the event an involuntary bankruptcy action is filed against such other party, it has not taken,

within sixty (60) days from service of such action to such party, any possible action under applicable law for such filed action to be dismissed.

10. EFFECT OF TERMINATION

The expiration or termination of this EULA shall not affect the accrued rights and obligations of the parties. Upon the effective date of expiration or termination of this EULA, Licensee shall (a) immediately uninstall and discontinue all use of the Solution and Documentation, and permanently erase the Solution and Documentation from all Deployment Environments (and certify to Licensor completion of the foregoing obligations); (b) promptly return (or, if instructed in writing by Licensor, destroy) all tangible Confidential Information of Licensor; and (c) promptly pay any outstanding amounts owing to Licensor, including, all fees that would otherwise be payable for the remainder of the Subscription Term, but for the termination.

11. WARRANTIES AND DISCLAIMERS

11.1. Licensor warrants to Licensee that the Solution will in all material respects perform the functions described in the Documentation for a period of thirty (30) days commencing upon the Effective Date (the "Warranty" and "Warranty Period" respectively). The Warranty shall be subject to the Solution (a) having been properly installed and used at all times in accordance with the applicable Documentation, and (b) not being modified by persons other than Licensor or its authorized representative. Licensee's sole remedy, and Licensor's entire obligation and liability, for a Warranty claim under this Section 11.1 shall be for Licensor to make commercially reasonable efforts to provide a fix, patch or workaround (which may be included in a future Upgrade) for reproducible defects in the Solution reported to Licensor in writing during the Warranty Period, all at no additional charge to Licensee; provided, however, that the defect is not due to any misuse, abuse, neglect, negligence, or unauthorized repair or modification of the Solution.

11.2. EXCEPT TO THE EXTENT SPECIFIED IN THE FOREGOING SECTION, THE SOLUTION AND DOCUMENTATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND LICENSOR DOES NOT MAKE ANY REPRESENTATION, WARRANTY, GUARANTEE OR CONDITION OF ANY KIND WHATSOEVER (WHETHER EXPRESS, IMPLIED OR STATUTORY), INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, OR THAT

OTHERWISE ARISE FROM A COURSE OF PERFORMANCE OR DEALING OR USAGE OF TRADE, ALL OF WHICH ARE HEREBY DISCLAIMED. LICENSOR MAKES NO REPRESENTATION, WARRANTY, GUARANTEE OR CONDITION THAT THE SOLUTION WILL BE UNINTERRUPTED, OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED.

12. LICENSOR INDEMNIFICATION

12.1. Subject to the terms and conditions of this EULA, Licensor shall defend and hold Licensee harmless against any third party demand, claim, suit, or action alleging that Licensee's use of the Solution in accordance with this EULA infringes such third party's Intellectual Property Rights (an "Infringement Claim"), and Licensor will pay any amounts finally awarded by a court against Licensee (or otherwise agreed in settlement) under such Infringement Claim, as well as reimburse Licensee for any documented expenses and legal fees (including a reasonable attorney's fee) actually incurred by Licensee.

12.2. Licensee must notify Licensor promptly after becoming aware of an Infringement Claim. Licensor's obligation and liability under Section 12.1 are subject to the conditions that: (a) Licensee has promptly so notified Licensor in writing of the Infringement Claim, and fully cooperates with Licensor in the defense of such Infringement Claim; (ii) Licensee permits Licensor to assume sole control of defense of the Infringement Claim and all negotiations for any settlement thereof; and (iii) Licensee refrains from admitting any liability or otherwise compromising the defense in whole or in part, without the express prior written consent of Licensor.

12.3. Licensor shall have no obligation or liability under Section 12.1 with respect to any Infringement Claim that is based upon or results from: (a) the combination of the Solution with any third party component; (b) any modification to the Solution not authorized in writing by Licensor; (c) Licensee's failure to comply with the written instructions of Licensor; (d) open source and third party products; and/or (e) Licensor's compliance with instructions, specifications, designs or instructions provided by Licensee.

12.4. Should the Solution (in whole or in part) become, or in Licensor's opinion be likely to become, the subject of any Infringement Claim, then Licensee permits Licensor, at Licensor's option, to either (a) obtain for Licensee 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 (a) and (b) are not, in Licensor's opinion, commercially feasible, Licensor may terminate this EULA immediately upon written notice to Licensee, and give Licensee a pro-rata refund of any prepaid unused subscription fees.

12.5. This Section 12 states Licensor's entire obligation and liability, and Licensee's sole remedy, with respect to any Infringement Claim.

13. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL LICENSOR OR ITS AFFILIATES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF DATA, REVENUE, BUSINESS OR REPUTATION, THAT ARISES UNDER OR IN CONNECTION WITH THIS EULA, OR RESULTS FROM THE USE OF, OR THE INABILITY TO USE, THE SOLUTION, EVEN IF LICENSOR HAS BEEN NOTIFIED OF SUCH POSSIBILITY. LICENSOR'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL DAMAGES AND LOSSES THAT ARISE UNDER OR IN CONNECTION WITH THIS EULA, OR THAT RESULT FROM USE OF OR INABILITY TO USE THE SOLUTION, SHALL NOT UNDER ANY CIRCUMSTANCE EXCEED THE TOTAL SUBSCRIPTION FEES, IF ANY, ACTUALLY PAID BY LICENSEE TO LICENSOR WITHIN THE 6 MONTHS PRECEDING THE DATE OF BRINGING A CLAIM.

14. GENERAL

14.1. Entire Agreement. This EULA represents the entire agreement of the parties with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous oral or written understandings and statements by the parties with respect to such subject matter. This EULA may only be amended by an instrument in writing duly signed by each party. The section and subsection headings used in this EULA are for convenience only and shall not be considered or relied upon in construing any provision of this EULA.

In the event of any conflict between a provision of this EULA and a provision of a negotiated license or other agreement between the parties, the provision of such negotiated license or other agreement will prevail.

14.2. Law; Jurisdiction. This EULA shall be governed by, and construed in accordance with, the laws of the State of New Jersey without regard to its conflicts of law rules and principles. Any claim, dispute or controversy between the parties will be subject to the exclusive jurisdiction and venue of the courts located in New Jersey. and each party hereby irrevocably submits to the personal jurisdiction of such courts and waives any jurisdictional, venue, or inconvenient forum objections to such courts. Notwithstanding the foregoing, Licensor may seek injunctive relief or specific performance in any court

worldwide that has competent jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (UCITA) shall not apply to this EULA and are hereby disclaimed.

14.3. Survival. Any provisions of this EULA that, in order to fulfill the purposes of such provisions, need to survive the termination or expiration of this EULA, shall be deemed to survive for as long as necessary to fulfill such purposes.

14.4. Reference. Licensor may use Licensee's name and logo on its website and in its promotional materials to state that Licensee is a customer of Licensor and a Solution user. Licensee agrees to serve as a reference customer of Licensor and shall cooperate with Licensor's reasonable marketing and referencing requests.

14.5. Relationship of Parties. The parties are solely independent contractors. Nothing in this EULA shall create a partnership, joint venture, agency, or employment relationship between the parties. Neither party may make, or undertake, any commitments or obligations on behalf of the other.

14.6. Assignment. This EULA (whether in whole or in part): (a) may not be assigned by Licensee without the express prior written consent of Licensor; but (b) may be assigned by Licensor, without obligation or restriction. Any prohibited assignment shall be null and void. Subject to the provisions of this Section, this EULA shall bind and benefit each party and its respective successors and assigns.

14.7. Notices. All notices and communications between the parties under, or in connection with, this EULA shall be in writing, may be sent by hand, overnight mail, standard mail, facsimile or email, and shall be deemed received upon verifiable receipt.

14.8. Severability. If any provision of this EULA is held by a court of competent jurisdiction to be invalid or unenforceable, then (a) the remaining provisions of this EULA shall remain in full force and effect; and (b) such provision shall be ineffective solely as to such jurisdiction (and only to the extent and for the duration of such invalidity or unenforceability), and shall be substituted (in respect of such jurisdiction) with a valid and enforceable provision that most closely approximates the original legal intent and economic impact of such provision.

14.9. Export Compliance. Licensee shall comply with all, and shall be solely responsible for obtaining all required authorizations and licenses from applicable government authorities under, Export Control Laws, in connection with Licensee's use of the Solution and Documentation. "Export Control Laws" means all export and re-export control laws

that apply to Licensee, as well as the Export Administration Regulations (EAR) maintained by the US Department of Commerce, trade and economic sanctions maintained by the US Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations (ITAR) maintained by the US Department of State.

14.10. Force Majeure. Except for payment obligations, neither party shall be liable for failure or delay in performance of any of its obligations under this EULA arising out of any event or circumstance beyond that party's reasonable control.

14.11. Remedies. Except to the extent expressly provided otherwise in this EULA, no right or remedy conferred upon or reserved by either party under this EULA is intended to be, or will be deemed, exclusive of any other right or remedy under this EULA, at law, or in equity, but will be cumulative of such other rights and remedies.

14.12. Acceptable Use. The Solution is not intended for use with life-critical or safety-critical systems (for example, use in operation of medical equipment, automated transportation systems, autonomous vehicles, aircraft or air traffic control, nuclear facilities, manned spacecraft, or military use).

14.13. Waiver. No failure or delay on the part of either party in exercising any right or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right or remedy preclude any other or further exercise thereof, or the exercise of any other right or remedy. Any waiver granted hereunder must be in writing, duly signed by the waiving party, and will be valid only in the specific instance in which given.