

## CLAROTY END USER LICENSE AGREEMENT

This End User License Agreement (the "**Agreement**") is entered by and between Claroty Ltd., on behalf of itself and its affiliates ("**Claroty**") and the person, company or other legal entity identified below ("**You**" or the "**User**"). Claroty and You shall each be referred to as a "**Party**" and together, the "**Parties**".

### 1. License Grant and Restrictions.

1.1 **The Products.** The commercial software products licensed to You hereunder (the "**Software**") and the associated hardware devices ("**Appliances**") as set forth in *either* (a) the purchase order executed between you and Claroty, or (b) the purchase order executed between Claroty's authorized reseller (the "**Reseller**") and You (each an "**Order**"). The term "**Software**" also includes (a) any revisions, modifications, enhancements, updates and/or upgrades thereto, which are provided to You in binary executable form for the regular and standard purposes the Software was designed for, all in accordance with the terms set forth in this Agreement and the Order and (b) compilation of data, or visual display resulting from the operation of the Software, and any associated materials, equipment, systems, specifications and Documentation (as defined below). The Appliances and Software are collectively defined as (the "**Products**").

1.2 **License.** Subject to the terms and conditions of this Agreement and in accordance with the licensing method, restrictions, and payment of fees set forth in the Order ("**Fees**"), Claroty hereby grants You (and Your Affiliates, if applicable), and You accept, as applicable, the following license types, as set forth in the Order:

#### (i) **Software License**

- a. Subscription Software License: *during the term specified in the Order*, a limited, non-exclusive, non-sublicensable, non-transferable and fully revocable license to install, operate and use the Software, in binary executable form only, solely for Your internal business purposes ("**Subscription Software License**"); or
- b. Perpetual Software License: a *perpetual*, non-exclusive, non-sublicensable, non-transferable and non-assignable license to install, operate and use the Software, in binary executable form only, solely for Your internal business purposes and set forth in the Order (the "**Perpetual Software License**").

#### (ii) **Appliance License**

- a. Subscription Appliance License: *during the term specified in the Order*, a non-exclusive, non-sublicensable, non-transferable and non-assignable license to use the Appliance solely for Your internal business purposes and in accordance with the licensing method and restrictions set forth in the Order ("**Subscription Appliance License**").
- b. Perpetual Appliance License: a *perpetual*, non-exclusive, non-sublicensable, non-transferable and non-assignable license to use the Appliance solely for Your internal business purposes and in accordance with the licensing method and restrictions set forth in the Order (the "**Perpetual Appliance License**").

The Perpetual Software License and Perpetual Appliance License are hereinafter referred to collectively as "**Perpetual License(s)**." The Subscription Software License and Subscription Appliance License are hereinafter referred to collectively as "**Subscription License(s)**."

The Products will be installed and/or otherwise provided in accordance with the terms contained in this Agreement and the Products' documentation and manuals for installation provided by Claroty or a Reseller (the "**Documentation**"). All other rights in the Software are expressly reserved by Claroty.

1.3 **Prohibited Uses.** Except as explicitly provided herein or an applicable Order, without the prior written consent of Claroty, You may not, nor permit anyone else to, directly or indirectly: (i) use, modify, revise, enhance, incorporate into or with other software, or create a derivative work of any part of the Software; (ii) sell, resell, license (or sub-license), lease, assign, transfer, pledge, or share Your rights under this Agreement with or to anyone else; (iii) copy, distribute, publish or reproduce the Software; (iv) use or permit the Software to be used to perform services for third parties; (v) disclose, publish or make publicly available the results of any benchmarking of the Software, or use such results for Your own software development activities; (vi) disassemble, decompile, reverse engineer, or attempt to reconstruct or discover any source code, underlying ideas or algorithms, design or mask works of the Appliance, except to the extent otherwise required under applicable law in the jurisdiction of use, notwithstanding this prohibition; (vii) remove or otherwise alter any of Claroty's trademarks, logos, copyrights or other proprietary notices or indicia, if any, fixed or attached to the Software as delivered to You; (viii) ship, transfer or export the Products into any country, make available or use the Products in any manner which violates applicable export control laws, restrictions or regulations; (ix) disclose, provide or otherwise make available trade secrets contained within the Products in any form to any third party; and/or (x) use the Products in violation of applicable laws, or in a manner

which infringes third party rights (including without limitation, intellectual property or privacy rights). You agree to defend, indemnify and hold harmless Claroty, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including but not limited to attorney's fees) arising from Your unauthorized use of the Software, including any breach under this Section 1.3.

- 1.4 **Authorized Users.** You may not allow the use of and/or access to the Software by third parties or anyone other than (i) Your employees whose duties require such access or use; and (ii) Your authorized consultants and subcontractors (excluding any direct competitors of Claroty) premises and only where such use is required as part of their performance of services on Your behalf. You will ensure that Your employees, consultants and subcontractors comply with the terms of this Agreement and shall bear full responsibility for any harm caused to Claroty for breach of the terms of the license by Your consultants or subcontractors.
- 1.5 **Affiliates.** To the extent that an Order sets forth a right to use the Products by Your Affiliates, You shall: (i) ensure that any such Affiliate complies with the terms and conditions herein; and (ii) be responsible for any breach of these terms and conditions by any such Affiliate. For purposes of this Agreement, “**Affiliate**” means any entity that Controls, is Controlled by, or is under common Control with You, where “**Control**” means ownership, directly or indirectly, of 50% or more of the voting interest.
2. **Services Related to the Products.** Unless indicated in the Order, Claroty has no obligation to provide the following services: (i) support and maintenance for the Products; or (ii) Software training or other professional services. The Order will indicate which services are provided to You by Claroty or its Resellers.
3. **Consideration.** The Fees and payment terms for the license and/or related services are specified in the Order.
4. **Title & Ownership.**

The Products and the Documentation are licensed and not sold. Risk to Hardware portions of the Appliance shall transfer to You upon delivery. Claroty and its licensors hold and shall retain all right, interest and ownership in and to the Software and the Documentation, including without limitation in and to any and all intellectual property rights (including, without limitation, copyrights, trade secrets, trademarks, improvements, revisions, derivative works and etc.) evidenced by or embodied in and/or attached/connected/related to the Software. Nothing in this Agreement constitutes a waiver of Claroty's intellectual property rights under any law. If You contact Claroty or its Reseller with feedback data (e.g., questions, comments, suggestions or the like) regarding the Software (collectively, “**Feedback**”), Claroty shall have a non-exclusive, worldwide royalty-free and perpetual license to use or incorporate such Feedback into the Software and/or other current or future products or services of Claroty (without Your approval and without further compensation). Furthermore, any information, which is derived from the use of the Products (i.e., metadata, aggregated and/or analytics information) which is not personally identifiable information may be used by Claroty for any purpose, including for development or improvement of Claroty's products or related services.

5. **Representations and Warranties, Exclusions and Disclaimers.**

- 5.1. **Claroty Representations.** Claroty represents that, (i) it has the full right, power and authority to grant the rights and licenses granted herein; (ii) it implements industry standard measures designed to prevent inclusion of any viruses, harmful components, illicit code, time-bombs, worms, Trojan horses, protect codes, data destruct keys, or other programming devices or code that might, or might be used to, access, modify, delete, damage, deactivate or disable any deliverables or other software, computer hardware, or data in the Software; (iii) for so long as User has purchased support and maintenance services from Claroty or a Reseller (which shall automatically be included for Subscription Software Licenses) , the Software shall perform in substantial conformance with its Documentation, provided the Software is used in accordance with the Documentation and the terms of this Agreement, and Claroty shall repair any such nonconformity at Claroty's expense; (iv) for Appliance Licenses, Claroty passes on to You the warranty provided by the Hardware manufacturer on the same terms and conditions as provided by the manufacturer and subject to the same limitations and prerequisites.
- 5.2. **Exclusions.** The warranties set forth above shall not apply if the failure of the Products results from or is otherwise attributable to: (i) repair, maintenance or modification of the Products by persons other than Claroty or Claroty's authorized third parties; (ii) accident, negligence, abnormal physical or electrical stress, abnormal environmental conditions, abuse or misuse of the Products; (iii) use of the Software/Appliance other than in accordance with the Products' manuals, specifications or Documentation; (iv) the combination of the Products with equipment or software not authorized or provided by Claroty or otherwise approved by Claroty in the Products' manuals, specifications or Documentation; or (v) the Products being licensed for beta evaluation, testing or demonstration purposes.

- 5.3. **Disclaimers.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 5.1 AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE IS PROVIDED ON AN "AS IS" BASIS AND CLAROTY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, NON-INTERFERENCE, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. CUSTOMER ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT CLAROTY DOES NOT GUARANTEE OR WARRANT THAT IT WILL FIND, LOCATE, OR DISCOVER ALL OF USER'S OR ITS AFFILIATES' SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE, AND CUSTOMER AND ITS AFFILIATES WILL NOT HOLD CLAROTY RESPONSIBLE THEREFOR.
6. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, (A) CLAROTY, ITS SUPPLIERS,, LICENSORS, AND/OR RESELLERS SHALL NOT BE LIABLE WHETHER UNDER CONTRACT, TORT OR OTHERWISE, TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO, ANY LOSS OR DAMAGE TO BUSINESS EARNINGS, LOST PROFITS OR GOODWILL AND LOST OR DAMAGED DATA OR DOCUMENTATION), SUFFERED BY ANY PERSON, ARISING FROM AND/OR RELATED WITH AND/OR CONNECTED TO THE INSTALLATION OF THE SOFTWARE OR APPLIANCE OR ANY EQUIPMENT OR SYSTEM SUPPLIED BY CLAROTY OR ITS RESELLERS AND/OR ANY USE OF OR INABILITY TO USE THE SOFTWARE OR APPLIANCE OR ANY EQUIPMENT OR SYSTEM SUPPLIED BY CLAROTY OR ITS RESELLERS, EVEN IF CLAROTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) IN NO EVENT SHALL CLAROTY'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT FROM ALL CLAIMS OR CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, EXCEED THE TOTAL PAYMENTS ACTUALLY RECEIVED BY CLAROTY FOR THE SOFTWARE/APPLIANCE, IF ANY, DURING THE TWELVE (12) MONTH PERIOD PRIOR TO ANY SUCH CLAIM OR CAUSE OF ACTION AROSE. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.
7. **Third Party Software.** The Software may use or include third party software, files and components that are subject to open source and third-party license terms ("**Third-Party Components**"). Your right to use such Third-Party Components as part of, or in connection with the Software is subject to any applicable acknowledgements and license terms accompanying such Third-Party Components. If there is a conflict between the licensing terms of such Third-Party Components and this Agreement, the licensing terms of the Third-Party Components shall prevail in connection with the related Third-Party Components. A list of Third-Party Components is available in the Software or its Documentation and will be updated from time to time.
8. **User Data.** You hereby acknowledge that the Software may collect, use, store and transmit to Claroty technical and related information of Your systems and computers including IP address, file hashes, browser type, operating system, application usage (including but not limited to successful installation and/or removal), software usage and peripheral hardware, that may be gathered periodically to facilitate the provision of the Software, Software updates, the Software's support and other services provided to You, including online services. I Claroty will have no access to such data unless it is provided voluntarily by You. The Data Processing Agreement, available at <https://www.claroty.com/DPA> and incorporated herein by reference, (the "**DPA**") is applicable to any Order for Software if the Processing (as defined in the DPA) of Personal Data (as defined in the DPA) is subject to the General Data Protection Regulation ("**GDPR**"), only to the extent that (i) User is the Controller (as defined in the DPA) of Personal Data and Claroty is a Processor of Personal Data, and (ii) the Software involves the Processing of Personal Data related to individuals that at the time of Processing are located in a jurisdiction subject to the GDPR.
9. **Term and Termination.**
- 9.1. **Agreement Term.** This Agreement is effective upon the earlier of (a) the last signature in this Agreement or an applicable Order, or (b) the first download, installation, operation or use of the Products, and will remain in force during the Term, unless earlier terminated in accordance with this Agreement. The Order will indicate the term of Your applicable license (the "**Term**").
- 9.2. **Grounds for Termination.** Either Party may terminate this Agreement or a specific Order upon written notice to the other Party if the other Party commits a material breach of this Agreement and fails to cure or remedy such breach within thirty (30) days after receiving written notice of such breach. Furthermore, either Party may terminate this Agreement upon written notice to the other Party 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.
- 9.3. **Effect of Termination.** Upon termination of this Agreement or an Order: (i) all Subscription Licenses granted to You under all valid Orders (in the event of termination of the Agreement) or those granted under a specific Order (in the event of its

specific termination), as the case may be, shall expire, and You shall no longer be permitted to use the Products; (ii) except in the event of Your breach of this Agreement, Your use of any Products licensed under a Perpetual License will be permitted under the terms and conditions set forth herein (without any obligation on Claroty's or its Reseller's part to provide maintenance and/or support); and (iii) any sums paid by You until the date of termination are non-refundable, and You shall not be relieved of Your duty to discharge in full all due sums owed to Claroty under this Agreement, which sums shall become immediately due and payable on the date of termination of the Agreement.

9.4. **Survival.** Any right, obligation or required performance of the Parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

10. **Confidentiality.** Each Party may have access to certain non-public and/or proprietary information of the other Party, 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 any other information that a reasonable person or entity 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. Neither Party shall use or disclose the Confidential Information of the other Party except as permitted under this Agreement or as required by applicable law. All right, title and interest in and to Confidential Information are and shall remain the sole and exclusive property of the disclosing Party. Neither Party shall have an obligation under this Agreement to maintain in confidence any information that (i) is in the public domain at the time of disclosure, (ii) though originally Confidential Information, subsequently enters the public domain other than by breach of such Party's obligations hereunder or by breach of another person's or entity's confidentiality obligations, (iii) is shown by documentary evidence to have been known by such Party prior to disclosure to such Party by the discloser; or (iv) is independently developed by such Party without reference to Confidential Information.
11. **Reference User.** You agree that Claroty may identify You as a user of the Software and use Your trademark and/or logo (i) in sales presentations, promotional/marketing materials, and press releases, and (ii) in order to develop a brief customer profile for use by Claroty on its website and other promotional channels for promotional purposes.
12. **Miscellaneous.** This Agreement shall be construed and governed in accordance with the laws of the State of New York (except for conflict of law provisions) and the competent state and federal courts located in the State of New York, shall have exclusive jurisdiction in any conflict or dispute arising out of this Agreement. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. This Agreement represents the complete agreement concerning the license granted herein and the subject matter hereof and supersedes any prior written or oral agreements 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 maximum extent necessary to make it enforceable. This Agreement shall be binding upon the respective heirs, beneficiaries, legal or personal representatives, successors and permitted assigns of the Parties. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, except in connection with any merger (by operation of law or otherwise), consolidation, reorganization, change in control or sale of all or substantially all of its assets or similar transaction of such assigning Party. Neither Party shall be liable for any failure to perform or delay in performance of any of its obligations under this Agreement caused by circumstances beyond the reasonable control of a Party to this Agreement including without limitation act of God, government or local government, war, fire, flood, earthquake or storm, acts of terrorism, explosion, civil commotion, bank strike or industrial dispute.