

## CYPAGO SAAS LICENSE AGREEMENT

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, ("YOU" OR "CUSTOMER") ARE ENTERING INTO A LEGAL AGREEMENT WITH CYPAGO SECURITY INC., ("CYPAGO" or "COMPANY") (YOU AND COMPANY 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 YOU AGREE TO THIS AGREEMENT BY CLICKING "I AGREE", "ACCEPT" OR OTHER SIMILAR BUTTON, YOU HEREBY WAIVE 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.

1. **License.** Subject to the terms and conditions of this Agreement, Company hereby grants Customer a limited, non-exclusive, non-sublicensable, non-transferable and revocable right to remotely access (i.e. on a SaaS basis) Cypago software as described in the Order (as defined below) (the "**Software**") solely for your internal business purposes, during the Term. Unless otherwise indicated, the term "**Software**" also includes any user's guides, technical manuals documentation (collectively: "**Documentation**") provided to you in connection with its operation, and any updates and upgrades thereto (to the extent delivered). You may only use the Software in accordance with the Documentation, subject to the use limitations indicated in the written or electronic order form issued by Cypago and agreed to by Customer for the provision of the applicable license and services granted under this Agreement ("**Order**") or Partner Order Form (if purchased via Partner) and applicable laws. In order to activate the Software, Customer will be provided with an activation code (the "**License Key**"). The Software shall be deemed accepted upon Customer's receipt of such License Key.

2. **Services.**

- 2.1 In addition to the above-mentioned license, Cypago shall provide Customer with support and maintenance services which shall be provided according to Cypago then current service level agreement which made available to you, upon request, by the Company or Partner (as the case may be) ("**SLA**"). The Professional Services (if applicable), the SLA (and any support provided by Cypago for the Software) collectively with the Software, shall be referred as the "**Services**".
- 2.2 If Customer has purchased the license granted under Section 1 directly from Cypago this Section 2.2 shall apply on such Customer. In the event Customer wishes to receive any additional services from Cypago which are not covered under this Agreement ("**Professional Services**") Customer shall request same from Cypago in writing, and, subject to Cypago's agreement at its sole discretion to provide such Professional Services, such Professional Services shall be set out in sequential Statements of Work (that reference a corresponding price quotation to which it relates) to this Agreement negotiated and executed by both Parties (each, a "**SOW**"). Professional Services shall be charged in accordance with the applicable SOW. Each SOW is hereby deemed incorporated into this Agreement by reference. To the extent of any conflict between the main body of this Agreement and a respective SOW, the former shall prevail, unless and to the extent that the SOW expressly states otherwise.

3. **Trial Period.**

Company may, at its sole discretion, offer a free trial subscription to the Software, starting on the day the Customer received the License Key, and ending at the end of fourteen (14) days or such other period as mutually agreed by the parties and specified in the Order or Partner Order Form Cypago ("**Trial Period**"). Unless otherwise agreed between the Parties or between Customer and Partner, no fees are due from Customer for use of the Software during the Trial Period. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, DURING THE TRIAL PERIOD THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY WHATSOEVER AND COMPANY WILL HAVE NO WARRANTY, INDEMNITY, SUPPORT, OR OTHER OBLIGATIONS OR LIABILITIES WITH RESPECT TO THE TRIAL PERIOD. FOR GREATER CLARITY, COMPANY SHALL NOT BE LIABLE FOR HEREUNDER FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL OR EXEMPLARY DAMAGES OR LOSSES WHATSOEVER; NOR FOR DAMAGES OR LOSSES FOR LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF GOODWILL, OR DAMAGES ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SOFTWARE. In the event of any inconsistencies between the terms of this Section 3 and other provisions of this Agreement, the terms specified in this Section 3 shall prevail with respect to the Trial Period.

4. **Payment.**

- 4.1 If Customer has purchased the license granted under Section 1 and the Services directly from Cypago this Section 4.1 shall apply. The Services are conditioned on Customer's upfront payment in full of the applicable fees set forth in the Order (the "**Fees**"). Unless otherwise specified in the Order: (i) Customer 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.
- 4.2 In case Customer purchased the license via a Partner, the license granted hereunder and the related services are subject to the full payment of the applicable fees as set forth in the Partner Order Form between Customer and the respective Partner.

## 5. **Customer Account.**

The Software may be accessed solely by Customer's employees who are explicitly authorized by Customer to access and use the Software (each, a "**User**"). Customer shall immediately report any unauthorized access or use of the Software to Company. In order to access the Software, Customer and/or its Users may be required to set up an administrative account with Company ("**Account**"). Customer warrants and represents that all information submitted during the registration process is, and will thereafter remain, complete and accurate. Customer shall be responsible and liable for all activities of its Users and all activities that occur under or in its Account. Customer will require that all Users keep their user ID and password information strictly confidential.

## 6. **Prohibited Uses.**

Except as specifically permitted herein, without the prior written consent of Company, Customer must not, and shall not allow any User or any third party to, directly or indirectly: (i) copy, modify, create derivative works of, make available or distribute, publicly perform, or display any part of the Software (including by incorporation into its products), or use the Software to develop any service or product that is the same as (or substantially similar to) it; (ii) sell, license, lease, assign, transfer, pledge, rent, sublicense, or share Customer's rights under this Agreement with any third party (including but not limited to offering the Software as part of a time-sharing, outsourcing or service bureau environment); (iii) use any "open source" or "copyleft software" in a manner that would require Company 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, decrypt, reverse engineer, extract, or otherwise attempt to discover the Software's source code or non-literal aspects (such as the underlying structure, sequence, organization, file formats, non-public APIs, ideas, or algorithms); (vi) remove or alter any trademarks or other proprietary right notices displayed on or in the Software; (vii) circumvent, disable or otherwise interfere with security-related features of the Software or features that enforce use limitations; (viii) 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; (ix) export, make available or use the Software in any manner prohibited by applicable laws; and/or (x) store or transmit any malicious code (i.e., software viruses, Trojan horses, worms, robots, malware, spyware 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.

## 1. **Personal Data.**

1.1 Customer 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 Company to use and process the data in accordance with this Agreement (including,

without limitation, the provision of such data to Company (or access thereto) and the transfer of such data by Company to its affiliates, subsidiaries and subcontractors), for the provision of the Services and the performance of this Agreement.

1.2 To the extent that Customer needs a data processing agreement, Customer shall request Company to provide it with Company's Data Processing Agreement ("**DPA**") and shall return such DPA signed to Company as described therein. To the extent that the Company needs a CCPA-related agreement, Customer shall contact the Company to request it.

## 2. **Mutual 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. Customer shall comply with all laws, rules and regulations applicable to performance of the contemplated activities pursuant to this Agreement including, without limitation: (a) any applicable anti-corruption and non-bribery laws and regulation, (b) any applicable export control laws.

## 3. **Intellectual Property Rights.**

3.1 The Software is not for sale and is Company'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, modifications and derivative works thereof) and any other products, deliverables or services provided by Company, are and shall remain owned solely by Company or its licensors. This Agreement does not convey to Customer any interest in or to the Software other than a limited right to use the Software in accordance herewith. Nothing herein constitutes a waiver of Company's intellectual property rights under any law.

3.2 If Company receives any feedback (which may consist of 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 Company and such shall be considered Company's Confidential Information. Customer hereby irrevocably and unconditionally transfers and assigns to Company all intellectual property rights it has in such Feedback and waives any and all moral rights that Customer may have in respect thereto. It is further understood that use of Feedback, if any, may be made by Company at its sole discretion, and that Company in no way shall be obliged to make use of the Feedback.

3.3 Any anonymous information, which is derived from the use of the Services (i.e., metadata, aggregated and/or analytics information and/or intelligence relating to the operation, support, and/or Customer's use, of the Software) which is not personally identifiable information ("**Analytics Information**") may be used for providing the Service, for development, and/or for statistical purposes. Such

Analytics Information is Company's exclusive property.

3.4 As between the Parties, Customer is, and shall be, the sole and exclusive owner of all data and information inputted or uploaded to the Service by or on behalf of Customer ("**Customer Data**"). Customer hereby grants Company and its affiliates a worldwide, non-exclusive, non-assignable (except as provided herein), non-sublicensable (except to Company's subcontractors, if applicable), non-transferable right and license, to access and use the Customer Data, including without limitation for Company's provision of the Software and/or Services hereunder.

4. **Third Party Components.** The Software may use or include third party open source software, files, libraries or components that may be distributed to Customer and are subject to third party open source license terms. A list of such components is available and may be updated from time to time by the Company. 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. Company makes no warranty or indemnity hereunder with respect to any third party open source software.

5. **Confidentiality.** Each Party may have access to certain non-public information and materials 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, use of, or reliance on, 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; in any event, the receiving party shall remain liable for any acts or omissions of such persons. 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 or similar judicial or administrative body, provided that it promptly notifies the disclosing Party in writing of such required disclosure to enable disclosing party to seek a protective order or otherwise prevent or restrict such disclosure and cooperates reasonably with disclosing party in connection therewith. All right, title and interest in and to Confidential Information is and shall remain the sole and exclusive property of the disclosing Party.

6. **LIMITED WARRANTIES.** Company represents and warrants that, under normal authorized use, the Software shall substantially perform in conformance with its Documentation. As Customer's sole and exclusive remedy and Company's sole liability for breach of this warranty, Company shall use commercially reasonable efforts to repair the Software. The warranty set forth herein 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 Company or its authorized contractors; (ii) accident, negligence, abuse or misuse of the Software; (iii) use of the Software other than in accordance with the Documentation; or (iv) the combination of the Software with equipment or software not authorized or provided by Company. OTHER THAN AS EXPLICITLY STATED IN THIS AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE, SERVICES AND THE RESULTS THEREOF ARE PROVIDED ON AN "AS IS" BASIS. COMPANY DOES NOT WARRANT THAT: (i) THE SOFTWARE AND/OR THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, OR (ii) THE SOFTWARE WILL OPERATE ERROR-FREE. EXCEPT AS SET FORTH IN THIS AGREEMENT, THE COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, SATISFACTORY QUALITY TITLE, NON- INFRINGEMENT, NON-INTERFERENCE, FITNESS FOR A PARTICULAR PURPOSE. COMPANY WILL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR FOR ISSUES RELATED TO PUBLIC NETWORKS OR CUSTOMER'S HOSTING SERVICES.

7. **LIMITATION OF LIABILITY.**

WITHOUT DEROGATING FROM COMPANY'S INDEMNIFICATION OBLIGATION UNDER SECTION 14 AND EXCEPT FOR ANY DAMAGES RESULTING FROM ANY BREACH OF EITHER PARTY'S CONFIDENTIALITY OBLIGATIONS HEREIN, OR WILLFUL MISCONDUCT, AND/OR CUSTOMER'S MISAPPROPRIATION OR OTHERWISE VIOLATION OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS (INCLUDING MISUSE OF THE LICENSE BY CUSTOMER); (I) NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, REPUTATION, PROFITS, DATA, OR DATA USE, OR THE COST OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES; AND (II) 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 OR PAYABLE TO COMPANY BY CUSTOMER 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 COMPANY UNDER THIS AGREEMENT (INCLUDING THE ORDER).

**8. Indemnification.**

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

8.2 If the Software becomes, or in Company's opinion is likely to become, the subject of an IP Infringement Claim, then Company may, at its sole discretion: (a) procure for Customer 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 Company's reasonable efforts, then Company may terminate this Agreement and Company shall also provide a refund for any amount pre-paid by Customer for such returned Software for the remaining unused period of the license.

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

8.4 This Section 14 states Company's entire liability, and Customer's exclusive remedy, for any IP Infringement Claim.

**9. Term and Termination.** This Agreement shall enter into force and effect on the Effective Date and shall remain in full force and effect for the period specified in the Order or Partner Order Form (as the case may be) ("**Initial Term**"). In case Customer was granted with a right to use the Software during the Trial Period according to Section 3, this Agreement shall enter into force and effect on the Effective Date and shall remain in full force and effect for the Trial Period (as may be extended solely by Cypago's explicit prior written approval). Following the

Trial Period this Agreement shall be automatically renewed for the applicable Initial Term specified in the Order or Partner Order Form (as the case may be) unless Customer provides either Company or the applicable Partner (as the case may be), with at least ten (10) days prior written notice of non-renewal of the Agreement.

In case Customer purchased the license directly from the Company, following such Initial Term, the Agreement shall be automatically renewed for successive one (1) year terms, at Cypago's then current subscription fee, unless terminated earlier as set forth herein and/or unless either Party provides the other Party with at least thirty (30) days' prior written notice of non-renewal (each a "**Renewal Term**" (if applicable) and together with the Initial Term, the "**Term**").

Either Party may terminate this Agreement with immediate effect if the other Party materially breaches this Agreement and such breach remains uncured thirty (30) days after having received written notice thereof specifying details of the breach or default and requiring the same to be remedied. Either Party may terminate this Agreement immediately, in the event the other Party: (i) is judged bankrupt or insolvent; (ii) makes a general assignment for the benefit of its creditors; (iii) a trustee or receiver is appointed for such Party or for any of its property; or (iv) any petition by or on behalf of such Party is filed under any bankruptcy or similar laws. Upon termination or expiration of this Agreement: (i) Software license granted to Customer under this Agreement shall expire, and Customer shall discontinue any further use and access thereof; (ii) Customer shall immediately delete and dispose of all copies of the Software (including Documentation) in Customer's or any of its representatives' possession or control; (iii) Company may delete all Customer Data without affecting any of the Company's rights to the Analytics Information; and (iv) in case purchased directly from Cypago, any sums paid by Customer until the date of termination are non-refundable, and Customer shall not be relieved of its duty to discharge in full all due sums owed by Customer to Company under this Agreement until the date of termination or expiration hereof. In addition, each Party will, within thirty (30) days following termination, return to the other Party all the other Party's Confidential Information in its possession, custody or control in whatever form held (including all copies or embodiments thereof), in the case of digital material or other material which would remain in each Party's possession following such a return, destroy such material and confirm to the other Party that such has been accomplished. 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 shall so survive. The termination of this Agreement shall not limit Company from pursuing any other remedies available to it under applicable law.

**10. Governing Law and Disputes**

This Agreement and the Order Form, and any disputes between Customer and Cypago in connection with this Agreement or the Order Form, shall be governed by and construed in accordance with the laws of the State of Israel without regard to its conflict of laws rules; and Customer

agrees to submit to the personal and exclusive jurisdiction of the courts located in Tel Aviv-Yaffo, and waive any jurisdictional, venue, or inconvenient forum objections to such courts.

11. **Miscellaneous.** This Agreement - and any exhibits attached or referred hereto (including if applicable, DPA and/or any CCPA related document) - represent 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. Customer hereby agrees that Cypago may use the trademarks, service

marks, trade names, service names, logos or other brand designations of Customer in any promotional material or other public announcement or disclosure state that Customer is a customer of Cypago. Notwithstanding the foregoing, this Agreement may be assigned by Company 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. For the avoidance of doubt, Users shall not be able to bring any claims against Company. 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. The Company will not be liable for any delay or failure to provide the Services resulting from circumstances or causes beyond the reasonable control of the Company 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 Cypago.

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