



Terms and Conditions

THESE TERMS AND CONDITIONS ("**TERMS**") TOGETHER WITH OUR PRIVACY POLICY AVAILABLE AT <https://www.sentra.io/legal/privacy-policy> GOVERNS THE LIMITED USE OF SENTRA INC., ("**SENTRA**" OR "**COMPANY**") DATA SECURITY POSTURE MANAGEMENT PLATFORM. THIS IS A LEGAL AGREEMENT BETWEEN (A) YOU (REFERRED TO HEREIN AS "**CUSTOMER**", "**YOU**" OR "**YOUR**") AND (B) SENTRA. PLEASE READ CAREFULLY THESE TERMS BEFORE REGISTERING, ALLOW ACCESS TO, OR OTHERWISE USE THE SERVICES PROVIDED TO YOU BY SENTRA. THESE TERMS GOVERN YOUR USE OF THE SERVICES HOWEVER THEY WERE ACQUIRED, INCLUDING WITHOUT LIMITATION DIRECTLY VIA SENTRA'S WEBSITE, OR PER AN ORDERING DOCUMENT ACCEPTABLE TO SENTRA ("**ORDER FORM**"). BY REGISTERING, ALLOW ACCESS TO, OR OTHERWISE USING THE SERVICES, YOU ARE ACCEPTING AND AGREEING TO BE BOUND BY ALL THESE TERMS AND REPRESENTING THAT YOU HAVE FULL RIGHT, POWER AND AUTHORITY TO ENTER INTO AND PERFORM HEREUNDER. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS TO, OR OTHERWISE USE THE SERVICES. FURTHERMORE, YOU HEREBY WAIVE ANY RIGHTS OR REQUIREMENTS UNDER ANY LAWS OR REGULATIONS IN ANY JURISDICTION WHICH REQUIRE AN ORIGINAL (NON-ELECTRONIC) SIGNATURE OR DELIVERY OR RETENTION OF NON-ELECTRONIC RECORDS, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW. BOTH SENTRA AND CUSTOMER MAY INDIVIDUALLY BE REFERRED AS A "**PARTY**" OR COLLECTIVELY AS "**PARTIES**".

WHEREAS, Company has developed a certain proprietary Data Security Posture Management Platform enabling automatic mapping and analysis of cloud-based data (the "**Solution**", respectively and together with the standard written materials regarding the Solution generally provided by Company to its customers ("**Documentation**"), the "**Services**"); and

WHEREAS, Company wishes to provide Customer with the Services and grants the Customer the right to use the Solution solely for its internal purposes (the "**Purpose**"), all in accordance with the terms and conditions set forth in these Terms.

NOW THEREFORE, the parties hereto hereby agree as follows:

1. **Services.**

- 1.1. The Sentra Solution is an online Software-as-a-Service Security Posture Management platform enabling automatic mapping and analysis of Customer cloud-based data. In order to use the Sentra Solution, the Customer is required to establish connectivity between the Sentra Solution to Customer's cloud environment all in accordance with Sentra's instructions, thereby allowing Sentra to collect and analyze Customer's data in such cloud environment. Customer has sole control over which of its cloud environment, and over which permissions are granted to Sentra in its access to such cloud environment accounts.
 - 1.2. Sentra may continuously update its Services with new capabilities or offerings or replace and/or discontinue some of the capabilities with others. You acknowledge and agree that some of the features and capabilities may be experimental and/or offered in limited versions or limited locations. Customer's sole remedy in the event of such changes shall be, where such changes reflect a material decrease in functionality, to terminate any affected subscription to the Solution. In such event Customer is required to provide Sentra with written notice of such termination not later than within fourteen days of being notified of such adverse change and Sentra shall provide Customer with a refund for the pre-paid unused subscription fees.
2. **License.** Company hereby grants to the Customer a limited, non-exclusive, non-transferable, non-sublicensable and revocable right to access the Solution and obtain Company's Services via the Solution as provided, deployed and installed by Company solely for the Purpose and during the Term (as defined below), and subject to the terms and conditions herein ("**License**").



3. **Use Restrictions.** The Customer hereby undertakes that unless otherwise expressly provided herein, it shall not, nor shall it authorize or assist any third party to: (a) distribute, license, sublicense, or sell the Solution to any third party; (b) modify, alter, copy, transfer, emulate or create any derivative works of the Solution or of any part thereof; (c) reverse engineer, decompile, decode, decrypt, disassemble, or in any way attempt to derive source code, know-how or designs from the Solution or any part thereof; (d) remove, alter or obscure any copyright, trademark or other proprietary rights notice, on or in, the Solution and/or the Documentation; (e) bundle, integrate, or attempt to integrate with the Solution, any third-party software technology other than as expressly permitted in writing by the Company (including through the Documentation); (f) use the Solution for any benchmarking or for competing development activities; or (g) publish or disclose to any third party any technical features, quality, performance or benchmark test, or comparative analyses relating to the Solution except for Customer's internal use or as expressly permitted by Company in writing. Unless Company explicitly provides Customer with a separate express authorization, Company strictly prohibits Customer from making the Solution available to any third party, whether as hosting service provider, or on a rental, service bureau, cloud service, hosted service, or other similar basis.
4. **Registration and User Account.**
 - 4.1. Account Registration. In order to use the Services, Customer must register an account through the Solution application programming interfaces or as otherwise directed by Sentra (the "Sentra Customer Account"). Registration may be performed in several manners which we may make available such as through certain credentials (e.g. name, organization identifier, email and password).
 - 4.2. Customer's Admin Permissions. A Customer holds and may delegate, different roles and permissions to its end users, such as without limitation, allowing certain view and configuration permissions for the Services. all according to the permissions matrix made available by Sentra from time to time (the "**Sentra Permission Matrix**"). By registering to a Sentra Customer Account, you hereby agree to the Sentra Permission Matrix
 - 4.3. Account Security. You are responsible for maintaining the confidentiality of the login credentials (e-mail and password or any other access method implemented by Sentra) of your Sentra Account and for all activities that occur under your Sentra Account. You agree not to disclose your login credentials to any third party, and you are responsible for any use or misuse performed through your Sentra Account (including by any third party if you do choose to disclose these credentials). We reserve the right to temporarily suspend or permanently terminate your Sentra Account if we determine that you or anyone on your behalf is using your Sentra Account in a manner which violates these Terms.
5. **Order Form and Fees.** Unless otherwise agreed by Sentra in connection with a limited free trial or similar proof-of-value engagement, Customer is required to execute an Order Form to allow its continued access and use of the Services. An Order Form may specify and include, among others, the fees payable in consideration for Customer's access to the Services ("**Fees**"), the scope of the Services, subscription plan and term, termination rights, additional payment and billing terms. An Order Form may be executed in various ways (as we deem appropriate), including by click-accepting an Order Form displayed through the Services, or by mutual acceptance in writing.
6. **Third Party Components.** The Services 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 Services is subject to any applicable acknowledgements and license terms accompanying such Third Party Components, contained therein or related thereto. If there is a conflict between the licensing terms of such Third Party Components and these Terms, the licensing terms of the Third Party Components shall prevail only in connection with the related Third Party Components. Sentra disclaims all liability related to any third-party components utilized in the Services. You acknowledge that Sentra is not the author, owner or licensor of any Third Party Components, and that Sentra makes no warranties or representations, express or implied, as to the quality, capabilities, operations, performance or suitability of Third Party Components. Under no



circumstances shall the Services or any portion thereof (except for the Third Party Components contained therein) be deemed to be “open source” or “publicly available” software.

7. **Term and Termination; Effect of Termination.** These Terms shall enter into effect upon your first access to the Solution and remain in full force and effect for a period stated in the Order Form (“**Term**”). Except as stated in section 20 below any and all rights and licenses granted hereunder shall automatically expire upon any termination or expiration of the Term.
8. **Ownership.** As between the Parties, Company owns and shall retain all right, title, and interest in and to the Solution and/or the Services, including all intellectual property rights therein and pertaining thereto and all improvements, enhancements, modifications, and derivative works thereto or of any part thereof. Other than the rights expressly set forth in these Terms, the Customer shall not be granted any rights or license, express or implied, in or to the Solution and/or the Services or any intellectual property rights related thereto.
9. **Data.**
 - 9.1. Sentra Privacy Policy. We respect the privacy of our Users and are committed to protecting the personal data you share with us or that we collect in connection with your use of the Services. In the scope of the provision of the Services, certain personal data may be collected, processed, stored, and analyzed. Such personal data may be obtained directly from Users (as data subjects) or from the Customer where such personal pertains to other Users, all in accordance with the Privacy Policy (“**User Data**”). By accessing or using the Services you agree to the Privacy Policy.
 - 9.2. Authorization to share User Data. You hereby represent and warrant that you have the full right, permissions and consents to provide us with the User Data and any other information under these Terms.
 - 9.3. Customer Data. You hereby grant Sentra a non-exclusive, non-assignable, non-transferable license to use the data and information you made available to us in the scope of your use or access to the Services (including for the collection storage, processing, analysis, display, transfer and creation of derivatives, thereof) (“**Customer Data**”) for the purpose of providing the Services to you, as contemplated hereunder. Sentra will store and maintain Customer Data for such period of time necessary for it to provide the Services (as the case may be).
 - 9.4. Data Processing Addendum. Sentra will provide you with the Services in compliance with the Sentra Data Protection Addendum that may be found at <https://www.sentra.io/legal/privacy-policy> and will maintain and enforce physical and logical security procedures with respect to its access and maintenance of the Services.
 - 9.5. Usage Data. You acknowledge and agrees that the Solution may store certain data and analytics information in connection with the routine operation and use of the Solution, including, performance and usage, technical, statistical and aggregated data resulting from the provision of the Services (“**Usage Data**”). Such Usage Data may be used by Sentra for any purposes including without limitation enhancement and improvement of the Services and Sentra’s internal use.
10. **Usage Data.** Customer acknowledges that the Services may store certain data and diagnostic information in connection with the routine operation of the Solution, including, performance, capacity usage, data reduction ratios, configuration data and/or technical, statistical, and aggregated data resulting from the provision of the Services (“**Usage Data**”) and may be used by Sentra for the purposes of providing the Services and for Sentra’s internal use. Customer hereby grant Sentra a perpetual, irrevocable, worldwide, unlimited, sublicensable, fully paid-up and royalty-free right to such Usage Data in any manner.
11. **Confidentiality.** The Parties may, in connection with these Terms, 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 these Terms, “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 includes all forms and types of financial, business, scientific, technical, or engineering information and know-how. Company Confidential Information includes but is not limited to the Platform and / or the Services and any part or component thereof. Confidential Information of Customer includes but is not limited to all Customer Data. "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 these Terms 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) 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; (c) 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; (d) advise such Representatives of their obligations to comply with the terms and conditions of these Terms, and receiving party shall be liable for any failure of its Representatives to comply with any terms of these Terms; and (e) 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 these Terms. 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.

12. **Representations and Warranties.** Each Party hereby represents and warrants that (i) it has all right, power, and authority to enter into these Terms and to fully perform its obligations hereunder; (ii) there is no restriction, limitation, contractual obligation, or statutory obligation which prevents it from fulfilling its obligations under these Terms. Notwithstanding anything to the contrary stated herein, Customer understands and acknowledges that the Solution and the Services are: (i) still under development (ii) not at the level of performance or compatibility of final, generally available products; (iii) may not operate correctly, (iv) may be further developed and modified prior to being made generally available; (v) may not be made for general release, and (vi) should not be used in a production environment and only in dedicated testing environment
13. **Disclaimer of Warranty and Limitation of Liability.** Other than as explicitly provided hereunder the Services and/or the Solution and any output thereof (including any output thereof) are provided hereunder for the Purpose only "AS IS", without any warranties whatsoever concerning the use, performance, fitness for purpose, merchantability, or non-infringement. Company expressly disclaims, and the Customer hereby expressly waives all other warranties of any kind whatsoever, express, implied, and statutory. Unless explicitly provided hereunder Company assumes no liability for the use of the Services and/or the Solution and any output provided hereunder. Except with respect to Company's willful misconduct or fraudulent acts, in no event shall Company be liable to the Customer for any direct, indirect, special, exemplary, incidental, punitive or consequential loss or damage (including but not limited to loss of anticipated profits, loss by reason of shutdown in operation, loss by reason of increased cost of operation, cost of cover, lost opportunity costs, or other indirect loss or damage) of any nature from any cause, whether or not



the possibility of such damages has been disclosed to such party in advance or could have been reasonably foreseen by such party or such part was aware of the possibility of such damages. IN NO EVENT WILL COMPANY'S, NOR ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDER, AND EMPLOYEES' AGGREGATE LIABILITY TO CUSTOMER, EXCEED THE AMOUNTS OF THE FEE PAID BY CUSTOMER TO COMPANY IN RESPECT OF THE SERVICES DURING A PERIOD OF TWELVE (12) MONTHS PRECEDING SUCH CLAIM. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION 14 SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN AN ACTION OF CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT, OR OTHERWISE. YOU HEREBY ACKNOWLEDGE AND AGREE THAT THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR SENTRA'S PROVISION OF THE SERVICES TO YOU, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, AND EVEN IF SENTRA AND/OR ANY SENTRA AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES AND/OR DAMAGES.

14. **Indemnifications.** You release, and agree, at your own expense, to indemnify, defend and hold harmless Sentra, our officers, directors, employees, agents and affiliates, from all liabilities, claims, alleged claims, loss and damages (of every kind, whether known or unknown and suspected or unsuspected), and including reasonable attorney's fees related in any way to: (i) your breach of any term or condition of these Terms, (ii) your use of, reliance on or access to the Solution or any output thereof; (iii) any rights of a third party with regard to Customer Data, including privacy or intellectual property rights. we will provide you with written notice of such claim, suit or action and we will allow you to assume the exclusive defense and control of any matter subject to indemnification by you hereunder as long as you conduct such defense diligently.
15. **Availability.** The Services availability and functionality depend on various factors, such as communication networks, software, hardware, and Sentra's service providers and contractors. Sentra does not warrant or guarantee that the Services will operate and/or be available at all times without disruption or interruption, or that it will be immune from unauthorized access or will otherwise be error-free.
16. **Remedy.** The Parties acknowledge that a breach of these Terms would cause irreparable harm which monetary damages will be insufficient to remedy. Sentra, in addition to any other remedies available at law, shall be entitled to specific performance, injunctive or other equitable relief as a remedy for any such breach.
17. **Feedback.** In the event Customer provides Sentra with any suggestions, comments or other feedback relating to the Solution, or if Company generates any knowledge in direct connection with the operation of the Solution, including security operations management abilities provided thereby (collectively "**Feedback**"), whether such Feedback is provided or generated (as applicable) prior to, on or after the Effective Date of an applicable Order Form, such Feedback shall become the sole and exclusive property of Company, and Customer hereby irrevocably assigns to Company all of its right, title and interest in and to such Feedback.
18. **Terms Amendments.** Sentra may change these Terms from time to time, at its sole discretion and without any notice. We will notify you regarding substantial changes to these Terms on our website and/or we will send you notifications regarding such changes to the e-mail address available in your Sentra Customer Account information. Such substantial changes will take effect seven (7) days after such notice was provided on our website or sent via email. Otherwise, all other changes to these Terms are effective as of the stated "Last Revised" date and your continued use of the Services after the Last Revised date will constitute acceptance of, and agreement to be bound by, those changes.
19. **Survival.** Sections 4, and 6-8, 9.3 and 11-13, 14, 17, 19 and 21 of these Terms shall survive any termination or expiration of the Term or any other applicable Order Form.
20. **User Eligibility.** You must be at least eighteen (18) years of age to use the Services. By using the Services and agreeing to these Terms, you represent and warrant to us: (i) that you are at least



eighteen (18) years of age; or (ii) that you are the legal guardian of the User under the age of eighteen (18) and both you and the User have read and agreed to these Terms and approved of the User's continued use of the Services subject to these Terms; (iii) that you have not previously been suspended or removed from the Services; and (iii) that your use of the Services is in compliance with any and all applicable laws and regulations.

21. **Miscellaneous.** These Terms constitutes the full and entire understandings and agreements between the parties and replaces any previous agreement and/or communications between the parties; Neither Party may assign these Terms without the prior written consent of the other Party except that either Party may assign without the need for consent to its affiliates; No change, modification, alteration or addition of, or to, any provision of these Terms shall be binding unless in writing and executed by or on behalf of both parties; No failure, delay or forbearance of either party in exercising any power or right hereunder shall in any way restrict or diminish such party's rights and powers under these Terms or operate as a waiver of any breach or non-performance by either party of any of the terms or conditions hereof; These Terms shall be governed by and construed under the laws of the Israel without reference to its conflict of laws principles. The competent court of Tel-Aviv-Jaffa, Israel, shall have the exclusive jurisdiction with respect to any dispute and action arising under or in relation to these Terms.

End of Term

