



WING SECURITY LTD. PLATFORM AGREEMENT

This Platform Agreement ("**Agreement**") is entered into by and between Wing Security Ltd. ("**Wing**") and DESCOPE TECHNOLOGIES ISRAEL (2022)LTD ("**User**") on December 29, 2023 (the "**Effective Date**").

1. Definitions.

- 1.1. "Confidential Information"** means all information directly or indirectly disclosed by either party ("**Disclosing Party**"), its affiliates, business partners or their respective employees, contractors or agents to the other party ("**Receiving Party**"), including without limitation (a) non-public information relating to Disclosing Party's or its affiliates' or business partners' technology, Users, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that Disclosing Party is obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between the parties and/or their affiliates. Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to Receiving Party at the time of its disclosure by Disclosing Party; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by Receiving Party without reference or use of the Confidential Information.
- 1.2. "Content"** means software, data, text, audio, video, images or any other content.
- 1.3. "Documentation"** means any technical and operations manuals and specifications for the Platform, as may be provided and amended by Wing from time to time.
- 1.4. "End User"** means any individual or entity that directly or indirectly through User: (i) accesses or uses User Content; or (ii) otherwise accesses or uses the Platform under User's account, including but not limited to User's employees, agents and service providers.
- 1.5. "Personal Data"** means data that may be used, either alone or together with other information, to identify an individual user, including, without limitation, a user's name, address, telephone number, username, email address, city and country, geolocation, unique identifiers, picture, or other similar information and includes personal data as defined in the General Data Protection Regulation 2016 /679 of the European Parliament and of the Council of 27 April 2016 ("**GDPR**").
- 1.6. "Platform"** means the Wing cloud security data platform, technology, methodology, know-how, including Wing Content, and any product or services, including but not limited to the Dashboard Services (as defined below), provided by Wing under this Agreement via the Platform. Platform does not include Third Party Content.
- 1.7. "Suggestion"** means all suggested improvements and comments to the Platform that User provides to Wing.
- 1.8. "Third Party Content"** means Content made available to User by any third party on the Platform or in conjunction therewith.
- 1.9. "User Content"** means Content User or any End User (i) post, submit, run on, or upload to the Platform, (ii) cause to interface with the Platform, or (iii) upload to the Platform under User's account or otherwise transfer, process, use or store in connection with User's account.
- 1.10. "Wing Content"** means Content Wing makes available in connection with the Platform, including but not limited to lists of Software-as-a-Service applications in use in User's organization, the security dashboard, including the arrangement, organization, remediation, prioritization and analysis of the User Content therein (the "**Dashboard Services**"), Documentation, and any other related content.

2. Platform.

- 2.1. Right to Access and Use the Platform.** Wing and/or its licensors (if any) own and reserve all right, title, and interest in and to the Platform (as defined below). During the Term (as defined below) Wing grants User a limited, revocable, non-exclusive, non-sub-licensable, non-transferrable right to access and use the Platform solely in accordance with the Agreement and subject to the User's compliance with the terms and conditions of the Agreement. Except as explicitly provided herein, User does not obtain any right to the Platform, including any related intellectual property rights.
- 2.2. Restrictions.** Neither User nor any End User may use the Platform (or any part thereof) in any manner or for any purpose other than as expressly permitted in the Agreement. Neither User nor any End User shall, or shall attempt to: (i) modify, alter, tamper with, repair, or otherwise create derivative works of the Platform, or any part thereof; (ii) reverse engineer, disassemble, or decompile the Platform, or apply any other process or procedure to derive the source code of any software included in the Platform; (iii) create links to any content available via the Platform, without Wing's prior written approval; (iv) use manual or automatic devices or software, coding robots or other means to access, explore, extract or index any page on the Platform; (v) scan the Platform, or test the vulnerability of the Platform, or breach the security or authentication measures of the Platform; (vi) use logos, trademarks or any other element protected by Wing's intellectual property rights; (vii) simulate the appearance or functioning of the Platform, e.g. by mirroring; (viii) disturb or

disrupt the Platform, directly or indirectly, or transmit or activate viruses via or on the Platform. All rights granted to User in the Agreement are conditional on User's continued compliance with the Agreement, and such rights may be terminated by Wing if User does not comply with any of the terms and condition of the Agreement, provided that Wing provides User with notice and a reasonable opportunity to cure any non-compliance.

2.3. Data Security. Wing shall implement and maintain reasonable technical and organizational security measures to protect the security, confidentiality, and integrity of User Content and will, at a minimum, utilize industry standard security procedures (including protection against unauthorized or unlawful processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, personal data), confidentiality and integrity of personal data. Wing represents and warrants that it has, and will continue to hold during the term of the engagement between the parties, ISO 27001 and SOC II certifications. Wing shall not use or disclose User Content except as necessary to provide the Platform and related services to User and as expressly permitted in the Agreement. Wing shall not disclose User Content to any third party without User's prior written consent, except as necessary to comply with applicable laws or regulations or to respond to a subpoena, court order, or other valid legal process, or as otherwise authorized by User in writing. Wing shall promptly notify User in writing of any unauthorized access to or use or disclosure of User Content Data that comes to Wing's attention.

2.4. User Account.

2.4.1. In order to access the Platform, the creation of a User (or End User) account is required (collectively, an "**Account**"). For the creation of an Account, User (or End User) must sign-up by providing the following information: User's (or End User's) name, email, and password.

2.4.2. User is responsible for all activities that occur under User's (or End User's) account, regardless of whether the activities are undertaken by User, End Users, or any third party granter access to the Platform by User, and Wing is not responsible for any unauthorized access to User's or End User's account, except were such unauthorized access was the result of Wing failure to comply with section 2.3 by Wing. User will contact Wing immediately if User believes an unauthorized third party may be using User's (or End User's) account or if User's (or End User's) account information is lost or stolen.

2.4.3. All information User (and End User) provides for registration will be stored and used in

accordance with Wing's privacy policy attached hereto as Exhibit A.

2.5. Support to User. Wing shall provide technical support all in accordance with the terms set forth in the Wing SLA attached hereto as Exhibit B.

3. User's Representations.

3.1. By accessing and/or using the Platform, User represents and warrants: (i) that User is authorized to enter into the Agreement; (ii) that User will fully comply with the terms and conditions of the Agreement; (iii) that User is the rightful owner of the Content User uploads to the Platform or that User has (and will continue to have) all the necessary licenses, rights, consents, and permissions from the rightful owners of such consent, and that such content does not infringe any third party's intellectual property rights or other rights, including without limitation, any privacy rights, publicity rights, copyrights, or any other intellectual property rights; (iv) that User authorizes Wing to arrange, organize and prioritize the User Content by the Platform; (v) that User Content is fully compliant with any applicable law; and (vi) User acknowledges that Wing is not in any way liable for User Content, except to the extent that such liability cannot be excluded or limited by applicable law. It shall be clarified that Wing is under no obligation to monitor any User Content.

3.2. User will be deemed to have taken any action of End User with respect to End User's access and/or use of the Platform. User is responsible for End Users' use of User Content and the Platform. User will ensure that all End Users comply with User's obligations under the Agreement and that the terms of User's Agreement with each End User are consistent with the Agreement. If User becomes aware of any violation of User's obligations under the Agreement by an End User, User will immediately terminate such End User's access to User's Content and the Platform.

3.3. User acknowledges that Wing will not bear any liability for any loss, damage, cost, or expense that User or End User may suffer or incur as a result of or in connection with uploading any Content and Wing is not responsible or liable in any way for the Content uploaded by User and/or End User. User is solely responsible for its Content and the End User's Content and the consequences of uploading such Content to the Platform.

3.4. User acknowledges that the Dashboard Services will be solely based on User Content uploaded to the Platform. Wing is not responsible for the completeness or accuracy of any such User Content or for confirming any of it. Moreover, Wing does not assume any responsibility for any third-party products, programs or services, their performance or

compliance with User Content or otherwise, except for third party services integration and provided as part of Wing Platform, for which Wing shall be fully responsible.

3.5. Without derogating from the foregoing, User represents and warrants:

3.5.1. With respect to Personal Data transferred to Wing (and only to the extent such Personal Data is transferred to Wing) (i) User shall be considered a Controller (as defined in the GDPR) of such Personal Data; (ii) it has and shall maintain throughout the term all necessary rights and consents required under applicable law to provide Personal Data to Wing; (iii) to the extent the basis of the collection of data is consent, it shall ensure that a record of such consents is maintained, as required under applicable law. The parties shall enter into the Wing data processing agreement attached hereto as Exhibit C, as may be amended from time to time by Wing.

3.5.2. User will at all times comply and ensure that End User complies with all applicable local, state, provincial, national or international laws or regulations, and policies of regulatory bodies or agencies, including but not limited to the GDPR or any regulations implemented pursuant thereto, to the extent applicable.

4. Payment.

4.1. Service Fees. User shall pay Wing the applicable fees for use of the Platform, in accordance with Wing's payment terms, as described in a separate price list provided by Wing to User, using one of the payment methods Wing supports. All amounts payable under the Agreement will be subject to any deduction or withholding required by law. Any changes to the fees will be mutually agreed upon in writing by the parties hereto.

4.2. Taxes. All fees payable by User are inclusive of applicable taxes, including VAT and applicable sales tax. User will provide Wing with any information Wing reasonably requests to determine whether Wing is obligated to collect VAT from User, including User's VAT identification number.

5. Term and Termination.

5.1. This Agreement shall become effective on the date of execution by the parties, and shall remain in full force and effect for one (1) year (the "**Initial Term**") and shall be renewed thereafter for successive one-year terms upon written agreement between the parties (each, a "**Renewal Term**" and together with the Initial Term, the "**Term**").

5.2. Termination. Either party may terminate this Agreement for cause upon 10 days' prior notice to the other party in case of any material breach of this Agreement by the other party, unless the defaulting party has cured the material breach within 10 days after being notified about such material breach.

5.3. Immediate Termination. Without derogating from anything herein, either party may terminate this Agreement immediately upon notice to the other party upon the occurrence of one or more of the following (as reasonably determined by Wing) (i) (i) if the other party have ceased to operate in the ordinary course of business, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding; (ii) in order to comply with applicable law and/or requests of governmental entities.

5.4. Effect of Termination. Upon any expiration or termination of this Agreement (i) User's rights under this Agreement shall immediately terminate; (ii) User shall immediately make any outstanding payments owed to Wing. It shall be clarified that User shall not be entitled to any refund for any fees already paid unless termination was due to breach by Wing or pursuant to section 5.3(ii) above or section 7.2 below; and (iii) User will promptly return or, if instructed by Wing, destroy all Wing Content in User's possession; and (iv) Sections 2.2, 5.3, 6-10 will survive any expiration or termination of this Agreement.

6. Upon termination of this Agreement, if Wing receives a written request from User no later than 30 days after termination, Wing shall provide User with the User Content in a commonly used format and/or eliminate all User Content in its possession. Wing may keep backup copies of User Content and any necessary User Content according to Wing's data retention policies and the Data Processing Agreement (DPA). The stipulations of the Privacy Policy and DPA will continue to apply to such data.

Proprietary Rights.

6.1. Platform. All title, ownership rights, and intellectual property rights (including all copyrights, patents, trade secret rights and trademarks) in and to the Platform shall remain in Wing, and/or its licensors, if any. Wing expressly reserves all rights to the foregoing, and except for the limited grant of rights expressly set forth herein, Wing does not grant User any right, title, or interest in any intellectual property owned or licensed by Wing. To the extent, if any, that ownership of the Platform, or any part thereof, does not automatically vest in Wing by virtue of the Agreement, or otherwise, User hereby transfers and assigns to Wing, upon the creation thereof, all rights, title and interest User may have in and to such Platform (and waives any and all moral rights, as applicable).

6.2. User Content. User represents and warrants that: (i) User and/or User's licensors own all right, title, and interest in and to User Content; (ii) User has all rights in User Content necessary to grant the rights contemplated by this Agreement. Except as otherwise provided in this section, Wing obtains no rights under this Agreement from User or User's

licensors to User Content, including any related intellectual property rights.

- 6.3. Suggestions.** If User provides any Suggestion to Wing, User hereby assigns to Wing all right, title, and interest in and to such Suggestion. Wing may use such Suggestion without any payment or restriction.

7. Indemnification.

- 7.1. By User.** User will defend, indemnify, and hold harmless Wing and its licensors, employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (i) violation of applicable law by User and/or any End User; (ii) User Content, including but not limited to any claim involving alleged infringement or misappropriation of third-party rights by User Content or in use of the Platform.

- 7.2. By Wing.** Wing will defend, indemnify, and hold harmless User from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) incurred by User as a result of third party claims with respect to any breach of such third party's intellectual property due to Wing's acts or omissions under these Agreement. Wing's liability is not contingent on a final adverse, non-appealable judgment made by a court of competent jurisdiction. Wing shall have no obligations or liability hereunder to the extent that the alleged infringement is based on the User Content. If Wing believes that the Platform might infringe, then Wing may in its sole discretion: (i) obtain (at no additional cost to User) the right to continue to use the Platform; (ii) replace or modify the allegedly infringing part of the Platform so that it becomes non-infringing while giving substantially equivalent performance; or (iii) if the foregoing clauses (i) and (ii) are not reasonably commercially feasible, terminate this Agreement immediately.

- 7.3. Indemnification Conditions.** The above defense and indemnification obligations of the indemnifying party under this section are subject to: (i) the indemnified party shall promptly give written notice to the indemnifying party with respect to any claims which may require an indemnification under this Agreement; (ii) the indemnifying party being given the opportunity to participate in the defense and/or settlement of the claim (however no compromise or settlement of any claim imposing financial liability upon the indemnified party may be effected without the prior written consent of indemnified party); and (iii) the indemnified party providing cooperation and assistance, in the defense and/or settlement of such claim and not taking any action that prejudices the indemnifying party's defense of or response to such claim.

- 8. Disclaimer.** THE PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS SPECIFICALLY

PROVIDED HEREIN, WING EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. WITHOUT DEROGATING FROM THE GENERALITY OF THE FOREGOING, WING MAKES NO WARRANTY THAT (i) THE PLATFORM WILL MEET USER'S EXPECTATIONS; AND (ii) THE PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. USER UNDERSTANDS AND AGREES THAT USER'S USE OF THE PLATFORM ARE AT USER'S OWN RISK. User does not waive any and all claims and causes of action with respect to any damage that results from the Platform, unless such damage is a direct result of User's misuse or unauthorized modification of the Platform.

- 9. Limitations of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR DATA), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES EXCEPT IN CASES OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, EXCEPT FOR BREACH OF CONFIDENTIALITY AND BREACH OF DPA OR DATA SECURITY OBLIGATIONS BY WING OR BREACH OF DUE PAYMENT OBLIGATIONS BY USER, EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT WING ACTUALLY RECEIVED BY USER UNDER THIS AGREEMENT FOR THE PLATFORM THAT GAVE RISE TO THE CLAIM DURING THE 24 MONTHS PRECEDING THE CLAIM.

10. Miscellaneous.

- 10.1. Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the subject matter of this Agreement and supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the parties, whether written or oral, regarding the subject matter of this Agreement. If the terms of this Agreement are in conflict with the terms contained in any other document, the following order for interpretation shall apply: (1) the applicable order, (2) the DPA, insofar as it pertains to the Processing of Personal Data, (3) this Agreement excluding exhibits, (4) the exhibits to this Agreement. Any modification to this Agreement shall be subject to a written Agreement by both parties.

- 10.2. Confidentiality.** The Receiving Party will not disclose Confidential Information of the Disclosing Party during the Term or at any time indefinitely following the end of the Term.

- 10.3. Relationship of the Parties.** The parties are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other party or has the authority to represent and/or bind the other party. This Agreement does not create any

third party beneficiary rights in any individual or entity that is not a party to this Agreement.

10.4. Notice. Any notice or communication required or permitted to be given by either party hereunder, (a) if delivered by hand, shall be deemed to have been received on the date of delivery; (b) if sent by first class mail, shall be deemed to have been received on the third business day following the date of mailing; and (c) If sent by electronic mail or facsimile, be deemed to have been received on the date the recipient confirms receipt of the notice or other communication.

10.5. Assignment. Neither party shall assign this Agreement, or delegate or sublicense any of its rights under this Agreement, without the other party's prior written consent, except that either party may assign this Agreement as a whole to a successor to all or substantially all of its assets or business related to this Agreement, without such consent, except if such assignment is to a direct competitor of a party, in which case prior approval will be required.

10.6. Severability. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

10.7. Governing Law; Venue. This Agreement shall be construed under the laws of the State of Israel, and any dispute or claim with respect thereto shall be submitted to the exclusive jurisdiction of the competent courts in Tel-Aviv, Israel. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.