

## PrimeSec Inc.– End User License Agreement

PLEASE READ CAREFULLY THESE TERMS of END USER LICENSE AGREEMENT (THE “**TERMS**”) BEFORE INSTALLING, ACCESSING, OR USING THE SOLUTION (AS DEFINED BELOW), PROVIDED TO YOU (“**USER**”, “**YOU**”) BY PIMESEC INC. (AS DEFINED BELOW) DIRECTLY IN ACCORDANCE WITH THE PURCHASE ORDER TO WHICH THESE TERMS ARE ATTACHED, (THE “**PURCHASE ORDER**”) OR INDIRECTLY THROUGH A DISTRIBUTOR, RESELLER, OR LICENSEE AUTHORIZED BY PRIMESEC (THE “**DISTRIBUTOR**”) PURSUANT TO AN ENGAGEMENT BETWEEN THE DISTRIBUTOR AND YOU (THE “**DISTRIBUTOR ENGAGEMENT**”). BY ONBOARDING, INSTALLING, HAVING INSTALLED, CONTROLLING, ACCESSING OR OTHERWISE USING THE SOLUTION IN ANY MANNER, YOU ARE ACCEPTING AND AGREEING TO BE BOUND BY ALL THE TERMS AND CONDITIONS HEREOF AND REPRESENTING THAT YOU HAVE FULL RIGHT, POWER, AND AUTHORITY TO ENTER INTO AND PERFORM HEREUNDER. YOU MAY NOT ONBOARD, INSTALL, DEPLOY, CONTROL, ACCESS OR USE THE SOLUTION IN ANY MANNER UNTIL YOU HAVE ACCEPTED THESE TERMS. FURTHERMORE, YOU HEREBY WAIVE ANY RIGHTS OR REQUIREMENTS UNDER ANY LAWS OR REGULATIONS IN ANY JURISDICTION THAT REQUIRE AN ORIGINAL (NON-ELECTRONIC) SIGNATURE OR DELIVERY OR RETENTION OF NON-ELECTRONIC RECORDS, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW. THESE TERMS ARE MADE BETWEEN YOU AND PRIMESEC, INC. AND ITS AFFILIATES (“**PRIMESEC**”), WITH RESPECT TO THE SOLUTION, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY OTHER DOCUMENT, AGREEMENT OR ARRANGEMENT BETWEEN YOU AND ANY THIRD PARTY, INCLUDING THE DISTRIBUTOR OR ANYONE ON ITS BEHALF. YOU ASSUME ALL RESPONSIBILITY FOR THE SELECTION OF THE SOLUTION, FOR YOUR RELIANCE ON THE RESULTS OF THE USE OF THE SOLUTION, AND FOR ANY USE OF THE SOLUTION NOT IN ACCORDANCE WITH THE TERMS HEREOF OR AS CONTEMPLATED HEREUNDER.

### 1. DEFINITIONS

- 1.1. “**Affiliate**” means any entity which controls, is controlled or is under common control with either of the parties. Any entity shall be deemed to “control” another entity if it owns directly or indirectly more than 50% of the outstanding voting securities or capital of another entity or other comparable equity with respect to an entity other than a company.
- 1.2. “**Documentation**” means the standard written materials regarding the Solution issued and generally provided by PrimeSec to its customers.
- 1.3. “**Third Party Components**” shall mean collectively any devices and products, whether hardware or software, which are licensed by 3rd parties and that are integrated into or are distributed together with the Solution.
- 1.4. “**Solution**” shall mean PrimeSec’s cloud-based software as a service (SaaS) platform for day-to-day security work of Security Engineers and Architects.

### 2. LICENSE RIGHTS; RESTRICTIONS

- 2.1. PrimeSec grants you, subject to full compliance with the terms and conditions set forth herein, a limited, non-exclusive, non-transferable, non-sublicensable, revocable (unless otherwise expressly stated under the Distributor Engagement) right to:
  - 2.1.1. use, access, and operate the Solution as provided, deployed, installed and configured by PrimeSec, solely for your internal use and not for any further commercialization or provision of services which are essentially provision of the Solution benefits to any third party all strictly in accordance with the technical instructions set forth in the Documentation; and
  - 2.1.2. access, use and make verbatim copies of the Documentation provided to you by PrimeSec or Distributor, solely in connection with your use of the Solution as permitted hereunder, and provided that all copyright notices are included and maintained therein.

## 2.2. Use Restrictions.

2.2.1. Unless otherwise expressly provided herein, you agree that you will not, nor will you authorize 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 PrimeSec (including through the Documentation); (f) use the Solution for any benchmarking or for competing development activities, (g) publish or disclose to any third party any technical features, quality, performance or benchmark test, or comparative analyses relating to the Solution and/or any Pre-Release Features (as defined below), except for your internal use or as expressly permitted by PrimeSec in writing; (h) create or send any viruses, worms or Trojan horses, flood or mail bombs, or engaging in denial of service attacks while using the Solution; (i) use or launch any automated system that access the Solution in a manner, including without limitation, any "robots", "spiders", or "offline readers"; (j) use the Solution in any manner that damages, disables, overburdens or impairs the Solution, or PrimeSec's systems or servers, or the cloud or other platform on which the Solution operates, and/or otherwise interferes with any other party's use and enjoyment of the Solution; or (k) use the Solution in any manner that is prohibited or in violation of this Terms and/or any applicable law or regulation.

2.2.2. Without derogating from the foregoing, you shall take commercially reasonable precautions to prevent any unauthorized access and/or unauthorized usage of the Solution. You shall be responsible and liable for any act or omission by any of your Affiliates, your personnel or your Affiliates' personnel, as if performed by you.

2.3. Use by Hosting Service Providers. Unless explicitly PrimeSec provides you with a separate express authorization, PrimeSec strictly prohibits You 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. If PrimeSec expressly permits you to make the Solution available to your customers pursuant to this Section 2.3, You are and shall remain liable for any acts or omissions in breach of the provisions of Sections 2.1, 2.2 and 5 of this Terms by such customers.

2.4. Pre-Release Features. In addition to the Solution, and pursuant to PrimeSec's express consent and/or request, PrimeSec may make available to you beta or pre-release features of the Solution ("**Pre-Release Features**"). You acknowledge that the Pre-Release Features (i) are not at the level of performance or compatibility of final, generally available products; (ii) may not operate correctly, (iii) may be modified prior to being made generally available; (iv) may not be made for general release, and (v) should not be used in a production environment.

2.5. Feedback. You may provide PrimeSec with feedback regarding the use, operation, performance, and functionality of the Solution and any Pre-Release Features, including identifying potential errors and improvements ("**Feedback**"). PrimeSec shall be the sole and exclusive owner of all rights in connection to the Feedbacks, and you irrevocably assign to PrimeSec any rights that you may have or acquire in such Feedbacks, and you irrevocably waive any right you have or may have in the future to receive any payment, royalties or other consideration (of any kind) with respect to such Feedbacks.

2.6. Marks and Use of Name. These Terms do not grant you any rights to PrimeSec's trademarks or service marks.

- 2.7. Third Party Software. BY ACCEPTING THESE TERMS YOU CONFIRM AND ACKNOWLEDGE THE UTILIZATION OF THIRD PARTY SOFTWARE COMPONENTS IN THE SOLUTION INCLUDING WITHOUT LIMITATION COMPONENTS LICENSED UNDER FREE OR OPEN SOURCE LICENSES, AND YOU HERBY CONSENT TO AND ACKNOWLEDGE USE OF SUCH THIRD PARTY COMPONENTS AND THAT USE OF SUCH THIRD PARTY COMPONENTS MAY BE SUBJECT TO SEPARATE TERMS, LICENSES AND NOTICES. WITHOUT DEROGATING FROM PRIMESEC'S LIMITED WARRANTY PROVIDED IN SECTION 3 BELOW, SUCH THIRD PARTY COMPONENTS ARE UTILIZED ON AN "AS IS" BASIS WITHOUT ANY WARRANTY WHATSOEVER.
- 2.8. Export Restrictions. You acknowledge that the Solution may be subject to United States' and Israel's export jurisdiction and to any other applicable laws and regulation concerning the transfer of the Solution or any part thereof across international borders. You will comply with all applicable national and international laws that apply to your use of the Solution, including United States Export Administration Regulations, as well as end user, end use and destination restrictions which may be issued by the United States and other governments from time to time.
- 2.9. Support. If provided for in the Purchase Order, you will be entitled to industry standard maintenance & support as offered by PrimeSec in accordance with PrimeSec's SLA.
- 2.10. You acknowledge and agree that PrimeSec may, from time to time, send you new product and feature announcements, marketing materials and promotional offers via email. You may opt-out of such communication by contacting support@primesec.ai.

### **3. LIMITED WARRANTY; DISCLAIMERS**

- 3.1. EXCEPT AS EXPRESSLY PROVIDED IN THIS TERMS, THE SOLUTION, IS PROVIDED BY PRIMESEC ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND PRIMESEC MAKES NO REPRESENTATIONS OR WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, REGARDING THE SOLUTION, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, QUALITY OF INFORMATION, QUIET ENJOYMENT OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INTERFERENCE. YOU ACKNOWLEDGE THAT YOU HAVE NOT ENTERED INTO THIS TERMS IN RELIANCE UPON ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY CONTAINED IN THESE TERMS.

### **4. DATA**

- 4.1. Privacy. All materials, software, data, or other information that you provide to PrimeSec through the Solution ("**Your Data**") is and will remain your property. You hereby grant PrimeSec a worldwide, limited, revocable, non-exclusive right and license to access, use and reproduce Your Data during the term of this Terms and solely for the purposes of providing you with the Solutions, services, support and analysis pursuant to this Terms.
- 4.2. Usage Data. You acknowledge that pursuant to your express consent you provide by accepting these Terms, the Solution 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 hardware faults ("**Usage Data**"), which may be used by PrimeSec for the sole purpose of PrimeSec's internal use.

### **5. PROPRIETARY RIGHTS; CONFIDENTIALITY**

- 5.1. You agree and acknowledge that, as between you and PrimeSec, PrimeSec is and shall remain the sole and exclusive owner of any and all Intellectual Property rights in or pertaining to the Solution and any part thereof, including any modifications, enhancements, improvements, updates and upgrades, and

derivative works, thereof. "Intellectual Property" shall mean all inventions, ideas, concepts, analyses, (whether patented, or patentable, or not), methods, methodologies, designs, processes, patents, patent applications, rights associated with works of authorship, including copyrights, copyrights applications, copyrights restrictions, moral rights, any information, ancillary materials, devices, results, know-how, and all rights relating to the protection of trade secrets and confidential information; design rights and industrial property rights; mask works, software, all code including source code, object code, firmware, Usage Data; and any other proprietary rights relating to intangible property. Other than as explicitly stated hereunder, no license, express or implied, in or to the Solution, services and Intellectual Property of PrimeSec, is granted to you under these terms.

- 5.2. Each party may be provided with, given access to, or exposed to, Confidential Information of the other party in connection with this Terms. "**Confidential Information**" shall mean any information and data of a proprietary or confidential nature, whether in oral, written, graphic, machine-readable form, or in any other form, including but not limited to proprietary, technical, development, marketing, sales, price, operating, performance, cost, know-how, business and process information, methods, procedures, data, computer programming techniques and computer code, any information regarding suppliers, licensors, licensees, partners, affiliates, customers, potential customers or others, and all records bearing media containing or disclosing such information and techniques, which is disclosed by one party to the other party pursuant to this Terms or to which the other party is exposed or given access in connection with this Terms, whether or not marked as "Confidential" or similar marking. Without derogating from the generality of the foregoing, Confidential Information of PrimeSec shall also include the details of the Solution, the results of any performance tests of the Solution and any work products of the Solution; Confidential Information of you shall also include Your Data. Confidential Information shall not include any information that: (a) is or becomes publicly known other than through any act and/or omission of the receiving party; (b) was in the receiving party's lawful possession before the disclosure, as evidenced by applicable documentary; (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; (d) is independently developed by the receiving party, as evidenced by applicable documentary; or (e) is required to be disclosed by any final judicial or administrative order or decree or pursuant to any applicable law. Each party shall hold the other party's Confidential Information in strict confidence, shall not disclose or make such Confidential Information available to any third party, and shall not use such Confidential Information for any purpose other than for performing its obligations under this Terms. Each party shall be entitled to disclose the other party's Confidential Information to its officers, directors, employees and consultants (the "**Representatives**"), on a need to know basis, provided that such Representatives are bound by confidentiality obligations of at least scope of this Terms, and provided further that such party shall be responsible for and liable to any breach or violation of the this Terms by such Representatives.

## 6. INDEMNIFICATION.

- 6.1. You shall defend, indemnify and hold harmless PrimeSec or anyone on its behalf against any and all claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs, legal expenses and reasonable legal fees) arising out of, or in connection with, this Terms and/or the use of the Solution by you or by anyone on its behalf.

## 7. LIMITATION OF LIABILITY.

- 7.1. IN NO EVENT WILL PRIMESEC, NOR ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDER, AND EMPLOYEES' ("**PRIMESEC'S PARTIES**") AGGREGATE LIABILITY TO YOU, EXCEED THE AMOUNTS PAID BY YOU TO PRIMESEC IN RESPECT OF THE SOLUTION. IN NO EVENT WILL

PRIMESEC OR PRIMESEC PARTIES, HAVE ANY LIABILITY TO YOU FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION, LOSS OF DATA OR BUSINESS INFORMATION ARISING FROM THE INSTALLATION, OPERATION, USE OF OR INABILITY TO USE THE SOLUTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF OR RELATING TO THESE TERMS MAY BE BROUGHT AGAINST PRIMESEC MORE THAN TWELVE (12) MONTHS AFTER THE TERMINATION OR EXPIRATION OF THESE TERMS.

## **8. TERM AND TERMINATION.**

- 8.1. You will have the rights set forth herein for the period prescribed in the Order Form, unless extended at the Parties mutual consent, and so long as you comply with these Terms and any material non-conflicting terms of the applicable Distributor Engagement. These Terms and all rights and licenses granted hereunder shall automatically terminate if you breach the terms hereof and such breach is not cured within fourteen (14) days of written notice of such breach. Sections 2, 3, 5, 7, 8 and 9, will survive any termination or expiration of these Terms.

## **9. GENERAL**

- 9.1. Severability. In the event any provision or part of these Terms is held to be invalid or unenforceable by any court of competent jurisdiction, it shall be amended to the extent required to render it valid, legal and enforceable, or deleted if no such amendment is feasible, and such amendment or deletion shall not affect the enforceability of the other provisions hereof.
- 9.2. Waiver. No waiver of any breach of these Terms will be a waiver of any other breach, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving party. 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.
- 9.3. Entire Terms. These Terms supersede all previous agreements or representations, written or oral, with respect to the subject matter hereof between you and PrimeSec. These Terms may not be modified or amended except in writing signed by a duly authorized representative of each party.
- 9.4. Governing Law. The validity, interpretation, and performance of these Terms shall be controlled by and construed under the laws of the State of Delaware as if performed wholly within Delaware and without giving effect to the principles of conflicts of laws. The Parties hereby consent to the exclusive jurisdiction of the courts of Delaware.