

## **MARKETPLACE GENERAL TERMS & CONDITIONS**

By placing an order for purchase herein from E&M computing Ltd. ("**E&M Computing**"), you ("**Customer**") confirm your acceptance and undertakes, as a material term for using the applicable Products, to meet the following terms and conditions ("**Terms and Conditions**"):

1. The Products. The use the products referred to herein, or any part thereof or any related data and documentation ("**Products**") is subject, in addition to the Terms and Conditions herein, to (i) the respective Product's licensor's ("**Licensor**") applicable end user license agreement and any applicable documentation, as updated from time to time, of any kind and respect, including with respect to licensing, related services and any related rights and obligations, a current version is attached herein to these Terms and Conditions as **Appendix A** ("**Products Terms**"); and (ii) AWS's standard marketplace contract (the "**AWSMC**"). In the event of conflicts or inconsistency between the Terms and Conditions, the Products Terms and the AWSMC, precedence in the following order shall apply, unless provided otherwise herein (listed in order of priority): (i) Products Terms; (ii) AWSMC; (iii) Terms and Conditions. All Products' Intellectual property rights, usage rights, trademarks, patents or any other rights belong to Licensor or other third party. Accepting the right to use the Products constitutes an obligation not to copy, reproduce, distribute, sell, license, publicly display, execute, publish, modify, reverse engineer, create derivatives or create any product or material, using the Products, without the advance, express written consent of E&M Computing / Licensor and as specified in such consent and not to allow any third party to act as detailed above. For the avoidance of doubt, it is clarified that clear that E&M Computing's grant of license to use the Products to Customer, is not to infringe or derogate from any of Licensor's rights. Any breach of this Section 1 will constitute a material breach of the applicable Product's Products Terms.

2. E&M Position. Subject to Products Terms, these Terms and Conditions and in consideration of the full and timely payment of applicable fees, as applicable, E&M Computing will procure for the Customer a non-exclusive, nonunique, non- transferable / assignable /sublicensable license and/or right to use the Products, subject to and in accordance with Products Terms. In this respect, E&M Computing clarifies that its position with respect to the Products is solely that of a reseller of the relevant products, and that it does not act as an agent or representative of, or a joint venture with the Licensor.

3. Maintenance and/or Support Services. Maintenance and/or support services will be provided in accordance with the Licensor's terms and conditions and policies.

3. Limitation of Liability. Notwithstanding anything to the contrary, to the extent permitted by law, in no event shall E&M Computing be liable for any loss, damage or expense arising out of or relating to the Products, including but not limited to any delays in delivery of the Products, any warranty or support for the Products, or any patent or copyright infringements or the provision of an indemnity in respect of the Products. Without derogating from the above, if for any reason E&M Computing will be held liable for any liability in connection with the Products, its liability shall be limited to financial remedies not exceeding a total and cumulative sum equal to the amounts paid by the Customer to E&M Computing, during the 3 (three) months preceding the event giving rise to such liability, for all financial remedies the Customer may be entitled to and

for any and for all damages, jointly and severally, if any, and for any and all events to any extent and for any reason.

4. General. (i) Without prejudice to any other available right or remedy under applicable law, in case of a material breach by Customer of the Products Terms, these Terms and Conditions or the AWSMC, as applicable, E&M Computing may withhold or terminate and declare the expiration of Customer's right to use the Products. (ii) It is hereby clarified and agreed that any right, exemption, relief, waiver, benefit, discount, limitation of liability or permit, which hat applies to Licensor according to its Products Terms, applies to E&M Computing as well. (iii) These Terms and Conditions shall be governed by the laws of the State of Israel and any dispute arising out of or in connection with this Agreement is hereby submitted to the sole and exclusive jurisdiction of the competent courts in Tel Aviv, Israel.

# **Appendix A**

## **End User License Agreement (EULA) & Standard Terms of Support and Provisional Services**

Please read the terms and conditions of this End User License Agreement and Standard Terms of Support and Professional Services ("**Agreement**") carefully before installing, accessing and/or using (collectively, "**Using**") the Software (as defined below). If You do not agree to be bound by this Agreement You may not Use the Software.

REVEALSECURITY LTD. ("**REVEALSECURITY**") IS PROVIDING YOU THE SOFTWARE (AS DEFINED BELOW) FOR YOUR ("**YOU**" OR "**YOUR**" OR "**LICENSEE('S')**") USE ON THE CONDITION THAT YOU AGREE TO THE TERMS AND CONDITIONS IN THIS AGREEMENT AND ADHERE TO THEM. YOUR CLICKING OF THE "I ACCEPT" BUTTON, SUBMISSION OF A PURCHASE ORDER IN RESPECT OF THE SOFTWARE, OR USE OF THE SOFTWARE SHALL BE DEEMED AS: (I) YOUR ACCEPTANCE OF THIS AGREEMENT, WITHOUT ANY QUALIFICATION OR EXCEPTION, (II) YOUR ACKNOWLEDGEMENT THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT AND ANY OTHER SUPPLEMENTAL TERMS THAT THIS AGREEMENT EXPRESSLY INCORPORATES BY REFERENCE (THE EARLIEST DATE OF WHICH SHALL BE DEEMED THE "**EFFECTIVE DATE**"), AND (III) YOUR REPRESENTATION THAT YOU HAVE THE AUTHORITY TO BIND THE LEGAL ENTITY FOR WHICH YOU ARE ACCEPTING THE TERMS AND CONDITIONS OF THIS AGREEMENT.

IF YOU DO NOT AGREE WITH ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT, IF YOU DO NOT AGREE TO COMPLY WITH AND BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR IF YOU DO NOT HAVE AUTHORITY TO BIND THE LEGAL ENTITY ON BEHALF OF WHICH YOU ARE USING THIS SOFTWARE, DO NOT CLICK THE "I ACCEPT" BUTTON AND DO NOT USE THE SOFTWARE.

BY ENTERING INTO THE AGREEMENT, YOU HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY LAW APPLICABLE TO YOU REQUIRING THAT THE AGREEMENT BE LOCALIZED TO MEET YOUR LANGUAGE OR REQUIRING AN ORIGINAL (NON-ELECTRONIC) SIGNATURE OR DELIVERY OR RETENTION OF NON-ELECTRONIC RECORDS.

## **1. Definitions**

This Agreement contains a range of capitalized terms, some of which are defined in this Section, and some of which are defined in other sections herein.

**"Affiliate"** or **"Affiliated"** - with a specific person is a person that directly or indirectly (through one or more intermediaries), controls, is controlled by or is under common control with the person specified. For purposes of the foregoing, "control", "controlled by" and "under common control" with respect to any person shall mean the direct or indirect holding of more than 50% of equity ownership or voting rights.

**"Documentation"** means the manuals, specifications, and similar documentation applicable to the Software, as made available by RevealSecurity on the RevealSecurity website.

**"RevealSecurity Website"** means [www.reveal.security](http://www.reveal.security)

**"Law"** means any law, statute, ordinance, rule and regulation of any applicable jurisdiction.

**"License Term"** means the term of the License stated in the Purchase Order and approved by RevealSecurity.

**"Order Acknowledgment"** means written or electronic acceptance by RevealSecurity of a Purchase Order between Licensee and RevealSecurity regarding the grant to Licensee of a License to the Software, and the details of such License. The Order Acknowledgment may either be made by a written document issued to Licensee by RevealSecurity and/or by including the details of the License in the copy of the Software which Licensee receives.

**"Parties"** means RevealSecurity and Licensee, and each a **"Party"**.

**"Professional Services"** mean installation, customization, development, integration, training, or other professional services in relation the Software.

**"Purchase Order"** means a written or electronic ordering document for the provision of a license to the Software and/or Professional Services and/or Support Services between Licensee and RevealSecurity which was either issued

by RevealSecurity to Licensee as a Quotation, or was issued by the Licensee and accepted by \_\_\_\_\_, *provided, however*, that in the latter case, such Purchase Order conforms to and references the Quotation, and does not contain any other terms, unless expressly agreed to in writing by both Parties. Any and all Purchase Orders shall be deemed to incorporate the terms and conditions of the Quotation and this Agreement. The terms and conditions of the Purchase Order shall not in any way modify, amend, or add to the terms and conditions of this Agreement, regardless if the Purchase Order was approved by RevealSecurity. The only acceptable way to amend, modify or add to the terms and conditions hereof is by an amendment to this Agreement which was executed by the Parties. For clarity, RevealSecurity hereby rejects and disclaims any term, provision or condition in Licensee's purchase order or other communication which conflicts with, or purport to add to or modify the Quotation or this Agreement.

**"Quotation"** means a proposal or quotation for the License, issued by RevealSecurity to Licensee, covering the commercial terms of the License and referencing this Agreement.

**"Software"** means RevealSecurity's "TrackerIQ" proprietary software identified in the Purchase Order. References herein to "Software" include the Documentation, as well as any Updates thereto (to the extent delivered).

**"Support Services"** means support and maintenance for the Software in accordance with RevealSecurity's then-current support policy (the **"Support Policy"**). The current Support Policy as of the Effective Date is set out in Section 7 below.

- 2.1. **License Grant.** In consideration for the payment of the license fees identified in the Quotation and Purchase Order when due, and subject to Licensee compliance with the terms and conditions of this Agreement, RevealSecurity hereby grants Licensee, as an end user, a limited, non-exclusive, non-transferable, non-assignable (by operation of law or otherwise), non-sub-licensable and revocable license to Use the Software in object code only, for Licensee' internal business purposes and in compliance with the Law, during the License Term (the **"License"**). Licensee shall not use the Software after the expiration of the License Term and/or the termination this Agreement regardless of the reason of such
- 2.2. **Documentation.** Licensee may print or copy the Documentation as needed for Licensee' own internal business purposes provided that all copyright notices are included therein.
- 2.3. **Third Party Software, and Free Software.** The Software may include or be supplemented with: (i) open source software (which means software whose source code is available to the general public); (ii) free for use software; and (iii) certain third party components that are owned by a third party and are embedded with the Software (**"Third Party Components"**) (the open source software as well as the free for use software are referred to collectively: **"Free Software"**). The Third Party Components are licensed to Licensee under the license terms and restrictions of this Agreement; the Free Software is licensed pursuant to the applicable Free Software license. To the extent applicable, information about the Free Software may be found (i) in a file accompanying the Software or (ii) in the Documentation. Licensee shall not directly access any Third Party Components other than with or as part of the Software. No warranty, representation or indemnification is made in respect of any Third Party Components, but RevealSecurity will pass to Licensee any warranty RevealSecurity receives from the suppliers of such Third Party Components.

## 3. License Restrictions

Except to the extent expressly permitted otherwise in this Agreement (or otherwise mandated under any Law applicable to Licensee), Licensee shall not, and shall not permit or encourage any third party to, do any of the following:

- 3.1. Copy the Software or any portion thereof;

- 3.2. Sell, assign, lease, lend, rent, sublicense, timeshare, distribute, disseminate, transmit, circulate, or make available the Software (or any portion thereof) to any third party, or otherwise Use the Software (or any portion thereof) to operate in a time-sharing, outsourcing, or service bureau environment;
- 3.3. Modify, alter, adapt, arrange, translate the Software (and/or any portion thereof). Where applicable Law specifically prohibits the above restriction (on modifying, altering, adapting, arranging, translating the Software) for interoperability purposes, Licensee must first contact RevealSecurity and provide RevealSecurity an opportunity to create such changes as are needed for interoperability purposes. If this occurs, RevealSecurity may impose additional conditions on Licensee' Use as related to the changes made;
- 3.4. Decompile, disassemble, reverse engineer, or otherwise attempt to discover the source code or non-literal aspects (such as the underlying structure, sequence, organization, and interfaces) of, the Software and/or any portion thereof;
- 3.5. Remove, alter, or conceal, in whole or in part, any copyright, trademark, or other proprietary rights notice, or legend displayed or contained on or in the Software;
- 3.6. Circumvent, disable, tamper or otherwise interfere with security-related or technical features or protocols of the Software (such as usage monitoring features);
- 3.7. Make a derivative work of the Software, and/or of any portion thereof;
- 3.8. Use the Software (or any portion thereof) to develop any service or product that is the same as (or substantially similar to) the Software, or competitive with the Software;
- 3.9. Disclose the results of any internal performance testing or benchmarking studies of or about the Software;
- 3.10. Publish or transmit any robot, malware, Trojan horse, spyware, or similar malicious item intended (or that has the potential) to damage or disrupt the Software;
- 3.11. Install the copy of the Software which Licensee shall receive on computers which Licensee does not control;
- 3.12. Use the Software in a manner other than as specifically permitted by RevealSecurity hereunder; and/
- 3.13. or; Attempt to do any of the above.

## 4. Licensee' Data

- 4.1. Licensee' Data. While receiving Support Services and/or Professional Services, Licensee may choose to provide, import, transmit, or otherwise make accessible to RevealSecurity certain data ("**Licensee' Data**"). Licensee grants RevealSecurity a non-exclusive license to use, process, display, copy and store Licensee' Data in order to provide the Support Services and/or Professional Services to Licensee and as further set forth in this Agreement.
- 4.2. Responsibility. Licensee represent and warrant that: (i) Licensee owns or has obtained the rights to all of the intellectual property rights subsisting in Licensee' Data, and Licensee has the right to provide RevealSecurity the license granted herein to use Licensee' Data in accordance with this Agreement; and (ii) Licensee' Data does not, to Licensee' knowledge, infringe or violate any patents, copyrights, trademarks or other intellectual property, proprietary or privacy or publicity rights of any third party. To the extent that Licensee' Data will contain personally identifiable information Licensee represents and warrants that Licensee has all required consents and approvals required in order to upload, import, transmit, post, or make accessible to RevealSecurity all such personally identifiable information and that the use of the personally identifiable information by RevealSecurity in accordance with the terms of this Agreement will not infringe and/or breach any applicable law and/or agreements and/or policies between Licensee and any of its data subjects. Licensee shall remain solely responsible and liable for Licensee' Data and expressly releases RevealSecurity from any and all liability arising from RevealSecurity use of Licensee Data as permitted herein.

## 5. Payment

As a condition of the License, Licensee agrees and undertakes to pay the fees and taxes set out in the Quotation or Purchase Order. In the event Licensee orders any Support Services and/or Professional Services, the obligation of RevealSecurity to provide such services is contingent of the Licensee's payment of the fees set out in the Quotation or Purchase Price in respect of such services.

## 6. Professional Services

In the event Licensee wishes to receive Professional Services with respect to the Software, Licensee may request same from RevealSecurity in writing, and, subject to RevealSecurity agreement (in its sole discretion) to provide the Professional Services: (a) the Parties will enter into a statement of work ("**SOW**") specifying the Professional Services to be performed; and (b) Licensee shall fully cooperate with RevealSecurity in the performance of the Professional Services and provide RevealSecurity with (as well as procure for RevealSecurity the right to access and use) all information, materials, facilities, assistance, and equipment reasonably requested by RevealSecurity in performance thereof. For an SOW to be valid, it must (i) stipulate that it is a SOW under this Agreement, (ii) state that the SOW is subject to the terms and conditions of this Agreement; and (iii) be duly signed by both Parties. To the extent of any conflict between this Agreement and the SOW, this Agreement shall prevail, unless and to the extent that the SOW expressly states otherwise. Unless expressly specified otherwise in an SOW, the results, deliverables and all intellectual property rights arising out of or related the Professional Services, including without limitation any modifications, improvements and derivative works thereto, as well as any Updates, if provided to Licensee, are and shall remain RevealSecurity's sole and exclusive property.

## 7. Support and Updates

- 7.1. Support Services. Support Services will be provided in accordance with RevealSecurity's Support Policy, pursuant to which RevealSecurity will make commercially reasonable efforts to respond to support requests by email or online tickets within three (3) business days of receipt of such requests. Support requests must be submitted by email or by opening a ticket by Licensee. Support services shall be provided Sunday through Thursday between the hours of 9:00 am– 6:00 pm Israel Standard
- 7.2. Time. Updates. RevealSecurity may from time to time make bug fixes, corrections and revisions of the version of the Software licensed to Licensee hereunder ("**Updates**") available to Licensee at no additional cost. To the extent notified by RevealSecurity, Licensee must accept and schedule an opportunity for RevealSecurity to install all Updates as soon as possible (but in no event more than 30 days after notification). If Licensee does not schedule installation of an Update, Licensee understands that Licensee may place the Software under serious security risk or cause the Software to be unusable or unstable, or some of its functions to become limited. In addition, commencing on the date that is 30 days after the date RevealSecurity makes available any Update, RevealSecurity will have no obligation to support any version of the Software other than 3 module versions backwards from the then current version as Updated and upgraded.

## 8. Ownership and Intellectual Property

- 8.1. All right, title and interest in and to the Software (including for the avoidance of doubt any and all intellectual property rights therein), are and shall remain at all times the sole and exclusive property of RevealSecurity, and other than the License, Licensee does not acquire and shall have no right, title or interest therein. For the avoidance of doubt this Agreement is not an agreement for the sale of the Software.

- 8.2. To the extent Licensee provides RevealSecurity suggestions, comments or feedback (whether orally or in writing) with respect to the Software ("**Feedback**"), Licensee acknowledges that any and all rights, including intellectual property rights in such Feedback shall belong exclusively to RevealSecurity and that such shall be considered RevealSecurity's Confidential Information, and Licensee hereby irrevocably transfers and assigns to RevealSecurity all intellectual property rights in such Feedback and waives any and all moral rights that Licensee may have in respect thereto.

## 9. Warranty; Disclaimer

- 9.1. RevealSecurity warrants to Licensee that the Software for which a license was purchased will material conform to the Documentation for a period of one hundred and twenty (120) days from the Effective Date (the "**Warranty**" and "**Warranty Period**", respectively). The Warranty will be subject to the Software: (a) having been properly installed and Used at all times in accordance with this Agreement and the applicable Documentation; and (b) not having been modified by persons other than RevealSecurity or its authorized representatives or in accordance with RevealSecurity's express written instructions. Licensee's sole remedy, and RevealSecurity's entire obligation and liability, for a Warranty claim under this Section 9 (Warranty; Disclaimer) will be for RevealSecurity to make commercially reasonable efforts to provide a fix, patch or workaround (which may be included in a future Update) for reproducible defects in the Software reported to RevealSecurity in writing, all at no additional charge to Licensee; *provided, however*, that (A) the Warranty claim is made in writing within thirty (30) days from the end of the Warranty Period; and (B) RevealSecurity determines that the defect is not due to any misuse, abuse, neglect, negligence, or unauthorized repair or modification of the Software by Licensee. If both conditions set out in subsections (A) and (B) have been met, RevealSecurity determines that it cannot correct the reproducible defect in the Software in a commercially reasonable way and the defect interferes the Software from operating in a material way, RevealSecurity may inform Licensee so in writing, and following such written notice, Licensee may end the use of the Software. If Licensee has pre-paid any fees for the period after such termination date, RevealSecurity shall repay Licensee a pro-rated refund for the remainder of the unused License Term
- 9.2. Licensee acknowledges that RevealSecurity does not represent, warrant and/or undertake that the Software will be precise, secure, meet Licensee's requirements, accurate, error free, available at all times, or that defects will be corrected.
- 9.3. EXCEPT TO THE EXTENT PROVIDED OTHERWISE IN SECTION 9.1, REVEALSECURITY MAKES NO OTHER WARRANTIES, AND THE SOFTWARE AND/OR ANY PROFESSIONAL SERVICES AND/OR SUPPORT SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ANY AND ALL EXPRESS, IMPLIED AND STATUTORY REPRESENTATIONS AND WARRANTIES IN RESPECT OF THE SOFTWARE, PROFESSIONAL SERVICES AND/OR SUPPORT SERVICES (INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, FREE FROM DEFECTS, TITLE, NON-INFRINGEMENT, OR THAT OTHERWISE ARISE FROM A COURSE OF PERFORMANCE OR USAGE OF TRADE) ARE HEREBY DISCLAIMED. REVEALSECURITY DOES NOT MAKE ANY REPRESENTATION, WARRANTY, GUARANTEE OR CONDITION REGARDING THE EFFECTIVENESS, USEFULNESS, RELIABILITY, COMPLETENESS, OR QUALITY OF THE SOFTWARE, OR THAT USE OF THE SOFTWARE WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE. LICENSEE'S USE OF AND RELIANCE UPON THE SOFTWARE AND ANY RESULTS THEREOF IS ENTIRELY AT LICENSEE'S SOLE DISCRETION AND RISK, AND REVEALSECURITY SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER TO LICENSEE IN CONNECTION WITH ANY OF THE FOREGOING. NO USE OF THE SOFTWARE IS AUTHORIZED HEREUNDER (AND NO RIGHT TO USE THE SOFTWARE IS GRANTED) EXCEPT UNDER THIS DISCLAIMER OF REPRESENTATIONS AND WARRANTIES.



## 10. LIMITATION OF LIABILITY

- 10.1. IN NO EVENT SHALL EITHER PARTY AND/OR ITS AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, AND EMPLOYEES BE LIABLE TO THE OTHER PARTY AND/OR ANY THIRD PARTY FOR INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE AND/OR CONSEQUENTIAL DAMAGES (HOWEVER ARISING) OR FOR LOSS OF PROFIT, LOSS OF USE, LOSS OF DATA, LOSS OF REVENUES, LOSS OF SAVINGS, BUSINESS INTERRUPTION, OR LOSS OF REPUTATION ARISING FROM ANY CLAIM RELATED TO THIS AGREEMENT OR TO THE SUBJECT MATTER HEREOF, OR RELATED TO LICENSEE'S USE OR INABILITY TO USE THE SOFTWARE, AND/OR RELATED TO ANY PROFESSIONAL SERVICES OR SUPPORT SERVICES PROVIDED HEREUNDER, WHETHER OR NOT SUCH PARTY HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE AND REGARDLESS OF THE THEORY OF LIABILITY.
- 10.2. THE MAXIMUM AGGREGATE LIABILITY OF A PARTY AND ITS AFFILIATES, THEIR SHAREHOLDERS, DIRECTORS, OFFICERS, AND EMPLOYEES FOR ANY AND ALL LOSSES AND DAMAGES ARISING FROM THIS AGREEMENT, OR FROM THE SUBJECT MATTER HEREOF, OR RELATED TO LICENSEE'S USE AND/OR INABILITY TO USE THE SOFTWARE, AND/OR RELATED TO THE PROFESSIONAL SERVICES OR SUPPORT SERVICES PROVIDED HEREUNDER, WHETHER OR NOT SUCH PARTY HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE AND REGARDLESS OF THE THEORY OF LIABILITY, SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY LICENSEE FOR THE SOFTWARE OR SERVICES (AS APPLICABLE) DURING THE TWELVE (12) MONTHS PERIOD BEFORE THE EVENT THAT GAVE RISE TO THE CLAIM. THIS LIMITATION OF LIABILITY IS IN THE AGGREGATE AND NOT PER INCIDENT.
- 10.3. THE SAID LIMITATIONS OF LIABILITY SET FORTH IN SECTIONS 10.1 AND 10.2 ABOVE SHALL NOT APPLY TO CLAIMS OF: (1) PERSONAL INJURY OR DEATH; (2) WILLFUL MISCONDUCT; (3) FRAUD; (4) BREACH OF CONFIDENTIALITY OBLIGATIONS; OR (5) RevealSecurity's INDEMNIFICATION OBLIGATIONS IN SECTION 11 BELOW.
- 10.4. LICENSEE UNDERSTANDS THAT, WITHOUT SUCH LIMITATION OF LIABILITY PROVISIONS REVEALSECURITY WOULD NOT HAVE BEEN ABLE TO OFFER THE LICENSE AND/OR ANY RELATED SERVICES FOR THE FEES CHARGED UNDER THE QUOTATION OR PURCHASE ORDER, AND LICENSEE WOULD NOT HAVE BEEN ABLE OR WILLING TO PROCURE THE LICENSE AND RELATED SERVICES FOR SUCH FEES CHARGED.

## 11. IP Infringement, and Indemnification

- 11.1. RevealSecurity shall, at its expense, defend and indemnify Licensee for damages incurred by Licensee in any third party suit or claim in court brought against Licensee alleging that the Software (or part thereof) or the results of any Professional Services or Support Services infringes any patent, copyright, trade secret or similar right; provided that RevealSecurity is (i) promptly notified (provided that Licensee's failure to provide such notice or to provide it promptly will relieve RevealSecurity of its indemnification obligations only if and to the extent that such failure prejudices RevealSecurity's ability to defend the claim), (ii) rendered reasonable assistance by Licensee as required and at RevealSecurity's expense, and (iii) permitted to direct and solely control the defense or settlement negotiations, provided that RevealSecurity will make no admission or representations on behalf of Licensee without the Licensee's prior written consent. Licensee may employ counsel at its own expense to assist with respect to any claim provided, however, that if such counsel is necessary because RevealSecurity does not assume control, RevealSecurity will bear the expense of such counsel. This Section 11 sets out Licensee's sole remedy, and RevealSecurity's entire obligation and liability, for any infringement claim with respect to the Software (or part thereof).
- 11.2. Licensee agrees and acknowledges that RevealSecurity is not responsible and shall have no liability for any infringement, which arises from, or to the extent it is contributed to by: (i) any alteration and/or modification by Licensee of the Software, or the results of any Professional Services or Support Services; (ii) the use by Licensee of the Software, or the results of any Professional Services or Support Services in

- a manner that is outside the scope of Use identified in this Agreement and/or the Documentation; (iii) the use by Licensee of a version of the Software, or the results of any Professional Services or Support Services which has been superseded by a non-infringing alternative which was provided to Licensee, to the extent the infringement claim could have been avoided by using an unaltered current version; (iv) the use by Licensee after the end of the right to use of the infringing element; (v) any information, design, specification, instruction, software, service, data, hardware or material furnished to RevealSecurity by Licensee; (vi) the combination of any portion of the Software, or the results of any Professional Services or Support Services, with any products or services or content not provided by RevealSecurity.
- 11.3. If a claim of infringement is brought to RevealSecurity's attention, or if any such claim is in RevealSecurity's opinion likely to be asserted, RevealSecurity may choose, at its sole discretion and expense to do any of the following: (i) obtain a license so that the Software, or the results of any Professional Services or Support Services do not infringe; or (ii) modify or replace the Software, or the results of any Professional Services or Support Services (while substantially preserving their utility or functionality) so they do not infringe; or (iii) if the remedies in (i) and (ii) are not commercially reasonable in RevealSecurity's opinion, terminate the license for Software and refund to Licensee any unused prepaid fees which were paid by it in respect of the license for the period of time after the license was terminated.

## 12. Term and Termination

- 12.1. Term. This Agreement commences as of the Effective Date and will continue in full force and effect for the duration of the License Term, unless earlier terminated in accordance with this Agreement and/or the terms of Purchase Order.
- 12.2. Termination. Each Party may terminate this Agreement immediately upon written notice to the other Party: (a) if the other Party commits a material breach under this Agreement and, if curable, fails to cure that breach within thirty (30) days after receipt of written notice specifying the material breach; and/or (b) if the other Party is declared bankrupt by a judicial decision, or, in the event an involuntary bankruptcy action is filed against such other Party, it has not taken, within sixty (60) days from service of such action to such Party, any possible action under applicable Law for such filed action to be dismissed.
- 12.3. Effect of Termination; Survival. Upon expiration or the effective date of termination of this Agreement (as the case may be): (a) the License granted herein will automatically terminate and Licensee is required in the case of on-premises installation, to uninstall and permanently erase all copies of the Software from Licensee's systems; and (b) if the License is purchased directly from RevealSecurity, Licensee will pay RevealSecurity all outstanding License fees. Sections 8, 10 and 13 will survive the expiration or termination of this Agreement, as well as any provision that by its nature ought or is stated to survive.

## 13. Miscellaneous

- 13.1. Entire Agreement. This Agreement represents the entire agreement between RevealSecurity and Licensee with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous oral or written understandings and statements by the Parties with respect to such subject matter. In entering into this Agreement, neither Party is relying on any representation not expressly specified in this Agreement. This Agreement may only be amended by a written instrument duly signed by each Party.
- 13.2. Publicity. RevealSecurity may only use Licensee's name and logo on RevealSecurity Website and in its promotional materials to state that Licensee is a customer of RevealSecurity and a Software user upon receipt of prior written consent from Licensee.

- 13.3. Assignment. This Agreement (whether in whole or in part): (a) may not be assigned by Licensee without the prior express written consent of RevealSecurity, except to an Affiliate; and (b) may be assigned by RevealSecurity, without obligation or restriction. Any prohibited assignment will be null and void. Subject to the provisions of this sub-section (Assignment), this Agreement (including the rights and obligations) will bind and benefit each Party and its respective successors and assigns.
- 13.4. U.S. Government Rights. The Software is “commercial computer software” and the Documentation is “commercial computer software documentation,” pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. If Licensee is an agency, department, employee or other entity of the United States Government, then Licensee’ Use of the Software and/or the Documentation shall be subject solely to the terms and conditions of this Agreement.
- 13.5. Governing Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Israel, without regard to any conflicts of laws rules or principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement and is hereby disclaimed. Any claim, dispute or controversy under, or otherwise in connection with, this Agreement shall be subject to the exclusive jurisdiction and venue of the courts located in Tel Aviv-Jaffa, Israel, and Licensee hereby waives any jurisdictional, improper venue, inconvenient forum, or other objections to such jurisdiction and venue. Notwithstanding anything in this Agreement to the contrary, RevealSecurity may seek injunctive relief, specific performance, or other equitable relief in any court worldwide that has competent jurisdiction.
- 13.6. Relationship. The Parties are independent contractors. Nothing in this Agreement shall create a partnership, joint venture, agency, or employment relationship between the Parties. Neither Party may make, or undertake, any commitments or obligations on behalf of the other.
- 13.7. Severability. If any provision in this Agreement is deemed to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.
- 13.8. Notices. All notices hereunder shall be in writing and shall be addressed and delivered: if to RevealSecurity to info@RevealSecurity.com, and if to Licensee: to Licensee’ address in the Quotation or Purchase Order, and shall be deemed received upon receipt at such address.
- 13.9. Force Majeure. Neither Party will be liable for failure or delay in performance of any of its obligations under or in connection with this Agreement arising out of any event or circumstance beyond that Party’s reasonable control, including without limitation an Act of God, fire, flood, lightning, war, revolution, act of terrorism, riot, civil commotion, adverse weather condition, adverse traffic condition, strike, lock-out or other industrial action, and failure of supply of power, fuel, transport, equipment, raw materials, or other goods or services.
- 13.10. Legal Compliance. Licensee agrees to Use the Software in compliance with all Laws applicable to Licensee and shall not Use or otherwise export or re-export any Software or Documentation in violation of any export and re-export control Laws applicable to Licensee.
- 13.11. Waiver. No failure or delay on the part of either Party in exercising any right or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right or remedy preclude any other or further exercise thereof, or the exercise of any other right or remedy. Any waiver granted hereunder must be in writing, duly signed by the waiving Party, and will be valid only in the specific instance in which given.

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