Annex A

End User License Agreement

SOFTWARE LICENSE AGREEMENT

This Software License Agreement (the "**Agreement**") is made and entered into as of _____, 202_, by and between **L7 Defense Ltd.**, having its principal offices at 77 Ha'energia St', Be'er Sheva 8470912, Israel ("**L7 Defense**") and _____ having its principal offices at _____ (the "**Customer**"). L7 Defense and Customer may each be referred to also as a "**Party**" and collectively as the "**Parties**".

WHEREAS,   L7 Defense is engaged in developing, promoting and selling its proprietary technology software "AMMUNE™" (the "**Software**" which term shall include any other material (whether written or oral), products, deliverables and/or services provided by L7 Defense under this Agreement) which is intended to detect and reduce/mitigate "Applicative Distributed Denial of Service" traffic type attacks on computer systems and infrastructure ("**Applicative DDoS**"); and

WHEREAS,   Customer is interested in receiving from L7 Defense a license to use the Software, for the purpose detailed herein, all in accordance with and subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, based on the mutual promises and conditions contained in this Agreement, L7 Defense and Customer agree as follows:

1. **INTRODUCTION.**
   1.1.   The Software is licensed to Customer subject to the terms of this Agreement. This Agreement forms a legally binding contract between Customer and L7 Defense in relation to Customer's use of the Software.

   1.2.   The Software also includes all enhancements, modifications, additions, translations, compilations, or other software delivered to Customer by L7 Defense hereunder and any and all printed and electronic documentation provided with the Software.

   1.3.   Customer may not use the Software and may not accept the Agreement if Customer is a person barred from receiving the Software under the laws of the State of Israel or other countries, including the country in which Customer is a resident or from which Customer uses the Software.

   1.4.   If Customer is agreeing to be bound by this Agreement on behalf of Customer's employer or other entity, Customer represents and warrants that Customer has full legal authority to bind Customer's employer or such entity to this Agreement. If Customer does not have the requisite authority, Customer may not accept the Agreement or use the Software on behalf of Customer's employer or other entity.

2. **GRANT OF LICENSE.**
   2.1.   Subject to Customer's compliance with the terms and conditions of this Agreement and payment of all applicable fees, L7 Defense grants to Customer a limited, revocable, worldwide, non-exclusive, non-transferable and non-sublicensable, license, for the term of this Agreement, to install, on such amount of servers as shall be determined in accordance with the number and type of license(s) purchased by the Customer, access and use the Software, in object code form only, for its internal business purpose of detecting and reducing/mitigating Applicative DDoS. Use of the Software for any other purpose, except for Customer's internal business purpose as aforementioned, shall require L7 Defense's prior written consent and shall be subject to such terms (including pricing) to be separately agreed.

   2.2.   Each of the Parties will perform, at each Party's own cost and expense, any reasonably necessary integration works (if any) for the Software to be installed and operated on Customer's computer systems.

3. **FEES AND PAYMENT.**
   3.1.   The continued use by the Customer of the Software is contingent upon payment by Customer of all applicable fees due in connection with Software, as shall be specified in any invoice received by Customer in connection with the Software.

   3.2.   Customer will pay all taxes, including sales, use, personal property, value-added, excise, customs fees, import duties, stamp duties, and any other similar taxes and duties, including penalties and interest, imposed by any federal, state, provincial, or local government entity on the transactions contemplated by this Agreement, excluding taxes based upon L7 Defense's (or any party operating on L7 Defense's behalf) net income.

4. **SOFTWARE INSTALLATION; SUPPORT.**
   4.1.   Customer shall provide permissions and access to the Company to enable it to install the Software on Customer's servers, on the date to be coordinated between the Parties. The Customer shall reasonably assist L7 Defense in the installation of the Software. Customer is responsible to: (a) prepare the installation site including required infrastructure

(e.g. servers) according to L7 Defense's instructions and specifications as to allow installation and proper operation and maintenance of the Software; (b) maintain the Software's installation site and operating environment in accordance with the applicable L7 Defense's specifications for the Software and in good working order; and (c) have either internal or 3ʳᵈ-party support of the hardware, operating system, firewalls, proxy servers, etc. so as to allow the Software to be used.

4.2. *Support*. During the term of this Agreement, L7 Defense shall provide Customer with technical support, by phone, at [*insert address*], during normal business hours (i.e. Sunday – Thursday, from 09:00 – 17:00, excluding weekends and public holidays in Israel).

Additional support services for the Software, may be purchased separately by Customer and shall be provided in accordance with L7 Defense's then current Maintenance and Technical Support Agreement. Customer shall not change and/or replace any equipment on which the Software is installed on nor install any software on its servers which might hinder the normal functioning of the Software, without the prior written consent of L7 Defense.

5. LIMITED WARRANTY.

5.1. *Limited Warranty*. L7 Defense warrants that the Software, when properly installed and used in the hardware configuration and operating system for which it was designed, as detailed in the software specification document that accompanies the Software (the "**Specifications**") will perform substantially in accordance with the Specifications (the "**Limited Warranty**") for a period of six (6) months from the date of installation (the "**Limited Warranty Period**"); *provided, however*, that this Limited Warranty shall not apply to any problem with the Software caused by: (i) any modification or servicing of the Software by any party other than L7 Defense; (ii) use of the Software other than in accordance with the Specifications; (iii) use of the Software with hardware or software not specified in the Specifications; (iv) any computer virus or similar malicious code contained in the Software through no fault of L7 Defense; (v) Customer user errors, problems caused by incorrect set up or failure to perform required administrative duties; (vi) causes external to the Software, such as but not limited to power failure or electrical surges; (vii) network problems, including without limitation problems with remote access connection, routers, segments, hubs and switches not provided by L7 Defense; and (viii) use of a magnetic medium which has been subject to abuse or misuse.

5.2. *Exclusive Remedy*. In the event that, within the Limited Warranty Period, Customer notifies L7 Defense of a failure of the Software to perform properly in accordance with the Limited Warranty (the "**Customer Notice**"), Customer's sole and exclusive remedy and L7 Defense's sole and exclusive obligation shall be: (i) for the first ten (10) days following identification and reproduction of the reported error by L7 Defense, to endeavor to remedy such failure; (ii) in the event that L7 Defense is unable to remedy the failure within such time period and, if as a result of the failure material features or functions of the Software are unable to operate (a "**Significant Failure**"), then, at L7 Defense's option, L7 Defense will either continue to endeavor to remedy the failure to the Parties' mutual satisfaction so that the Software will perform substantially in accordance with the Specifications, or terminate the Agreement. In the event that the failure that is the subject of the Customer Notice is not a Significant Failure, the time period in clause (i) above shall be sixty (60) days.

5.3. EXCEPT FOR THE LIMITED WARRANTY UNDER THIS SECTION 5, CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT L7 DEFENSE IS NOT PROVIDING ANY WARRANTY OR GUARANTEE WITH RESPECT TO THE SOFTWARE AND THAT THE USE OF THE SOFTWARE IS AT CUSTOMER'S SOLE RISK. ACCORDINGLY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE AND ANY INFORMATION PROVIDED UNDER THIS AGREEMENT ARE PROVIDED "AS IS" AND L7 DEFENSE AND ITS AFFILIATES HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY (IF ANY) IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LACK OF VIRUSES, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT OR THAT THE SOFTWARE WILL PERFORM ERROR-FREE OR UNINTERRUPTED.

6. RETENTION OF TITLE/IP RIGHTS.

6.1. L7 Defense retains ownership of all Software and any copies thereof and any other deliverables provided by it hereunder. Customer acknowledges that all rights, title and interest in and to the Software and any copies thereof and any other deliverables provided by it hereunder and any and all trademarks, trade names, copyrights, patents and other intellectual property rights used or embodied in or in connection with the Software and any other deliverables provided by it hereunder are and shall at all times remain the sole and exclusive property of L7 Defense.

6.2. Further, it is hereby agreed that any and all inventions, developments, source codes, improvements, mask works, trade secrets, modifications, discoveries, concepts, ideas and/or designs, including any derivative works and modifications and any proprietary information, whether or not patentable or otherwise protectable, and all intellectual property rights associated therewith, which are invented, made, developed, discovered, conceived or created, in whole or in part, independently, or jointly with others, in connection to the Software and/or any other confidential or proprietary information of L7 Defense or which was provided by L7 Defense to Customer; shall be the sole and exclusive property of L7 Defense (collectively, "**IP Rights**").

6.3. Customer agrees that L7 Defense may freely collect and use general, aggregated, non-personally identifiable information regarding Customer's usage of the Software, *provided however*, that personally-identifiable data received by L7 Defense from Customer (if any) will be held and used in accordance with applicable law. Any such information gathered by L7 Defense will be used in connection with evaluating and improving L7 Defense's products and technology.

6.4. *Feedback*. Customer agrees to provide L7 Defense with feedback concerning the functionality and performance of the Software, from time to time, as reasonably requested by L7 Defense, including, without limitation identifying potential errors, enhancements and improvements. Any feedback, suggestions, ideas or other inputs that Customer provides L7 Defense in connection with the Software may be freely used by L7 Defense to improve or enhance L7 Defense's products and services and, accordingly, all rights to such improvements and/or enhancements, howsoever arising, including as a result of any ideas, inputs or information provided by Customer as aforesaid, shall vest solely with L7 Defense.

7. RESTRICTIONS ON USE.

7.1. *Restrictions on Use*. Customer's use of the Software is limited to that specifically and explicitly permitted in this Agreement.

Customer will not, and will not allow, permit or assist any third party:
(i)   to reverse engineer, decompose, disassemble, re-engineer, or attempt to discover any source code or underlying ideas or algorithms of the Software;
(ii)   provide, lease, rent, lend, sub-license, assign, delegate, or otherwise transfer or use or allow others to transfer or use the Software for the benefit of any third party; and
(iii)   modify, enhance or otherwise change the Software without L7 Defense's prior written consent.

7.2. Without derogating from the above, Customer will maintain and not remove, alter or obscure any proprietary notices (including the copyright notice) that appear on the Software, any software documentation, on any copies and any media.

8. TERM AND TERMINATION.

8.1. The license and rights granted under this Agreement shall be in effect from the date of signing hereof by both Parties or from such time as the Customer first installs or uses the Software, and shall remain in effect until the earlier of (i) the termination of all licenses to the Software purchased by the Customer, or (ii) when Customer uninstalls and ceases to use the Software, in accordance with the terms of Section 8.2 below, all unless earlier terminated in accordance with the terms herein. It is hereby acknowledged and agreed by the Customer that upon the end of the respective term of each license for the Software purchased by the Customer, unless such has been renewed by L7 Defense (subject to payment of all applicable fees by the Customer), such license shall automatically terminate, without any notice to the Customer, and the Customer shall no longer be able to use such license.

8.2. If Customer wants to terminate this Agreement prior to the termination of all licenses to the Software purchased by the Customer, Customer may terminate it by uninstalling and destroying all copies of the Software that are in the possession, custody or control of Customer, Customer's authorized users and Customer's organization.

8.3. L7 Defense may terminate this Agreement and all licenses hereunder, immediately upon written notice to Customer if Customer has breached this Agreement, including without limitation, if Customer has failed to timely pay any subscription fee, and such breach has not been remedied within seven days from L7 Defense's notice to the Customer of such breach. Such termination of this Agreement under this Section 8.3, shall be in addition to, and not a waiver of, any remedy at law or in equity available to L7 Defense, arising from Customer's breach of this Agreement or any agreement relating to the Software.

8.4. *Effects of Termination*. Upon expiration or termination of this Agreement, Customer agrees to destroy all copies of the Software within Customer's possession, custody or control of Customer, Customer's authorized users and Customer's organization. Upon termination all rights and obligations pursuant to this Agreement including the licenses shall immediately terminate, except for any provisions of this Agreement that are intended by their nature to survive termination, including, without limitation, Sections 5 ("*Limited Warranty*"), 6 ("*Retention of Title/IP Rights*"), 7 ("*Restriction on Use*"), 9 ("*Confidentiality*"), 8 ("*Term and Termination*"), 10 ("*Limitation of Liability*"), and 11 ("*Miscellaneous*") hereunder, which shall survive the expiration or termination of this Agreement.

9. CONFIDENTIALITY.

9.1. Each party hereto (the "**Recipient**") shall keep any confidential and proprietary information provided by the other party (the "**Discloser**"), in strict confidentiality, and shall not disclose any or all of the Confidential Information of the Discloser (including methods or concepts utilized therein) to anyone, except to Recipient's employees who need to know such information under this Agreement. Recipient shall notify each employee to whom any such disclosure is made, that such disclosure is made in confidence and shall be kept in confidence by such employee, and shall ensure

that such employee shall be bound, prior to such disclosure, by a confidentiality undertaking with terms not less restrictive in comparison to the terms set forth in this Agreement.

9.2. Information shall not be considered Confidential Information if such information:

(i) was or hereafter becomes known to the Recipient prior to the disclosure by the Discloser, as evidenced by written records;

(ii) was at the time of disclosure to the Recipient, or subsequently became generally available to the public through no act of the Recipient;

(iii) was received by the Recipient from a third party without restrictions as to disclosure, as evidenced by written records; or

(iv) required to be disclosed by a court or governmental authority or by applicable law or regulation, provided however, that (a) the Recipient notifies the Discloser of such disclosure, to the extent not limited by law; and (b) to the extent possible, provides the Discloser with the opportunity to oppose the disclosure or obtain a protective order.

9.3. The Recipient acknowledges and agrees that a violation of any of the Discloser's proprietary rights, including without limitation, violation of the confidentiality undertakings in this Agreement, may cause significant harm to the Discloser, that monetary damages would be inadequate, and that the Discloser will be irreparably harmed. In the event of such a violation, the Recipient agrees that in addition to any other rights and remedies the Discloser may have, an injunction (whether temporary, preliminary or final) shall be entered in a court of competent jurisdiction against the Recipient upon the request of the Discloser, without bond.

10. LIMITATION ON LIABILITY.

IN NO EVENT SHALL L7 DEFENSE OR ANYONE ON ITS BEHALF BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS OR PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR LOSS OR DAMAGES TO GOODWILL, IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF THE CAUSE AND WHETHER ARISING IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF L7 DEFENSE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, UNDER NO CIRCUMSTANCES WILL L7 DEFENSE'S TOTAL AND AGGREGATE LIABILITY TO CUSTOMER FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING WITHOUT LIMITATION CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTY, OR OTHERWISE, ARISING OUT OF OR RELATED TO THIS AGREEMENT, EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO L7 DEFENSE FOR THE RIGHT TO USE THE SOFTWARE IN THE TWELVE MONTHS PRECEDING SUCH CLAIM.

11. MISCELLANEOUS.

11.1. *Governing Law and Jurisdiction*. This Agreement is governed by the laws of Israel, without application of its principles of conflicts of law. The Parties irrevocably consent to the exclusive jurisdiction of the competent courts in Tel Aviv, Israel, to adjudicate all disputes arising from or related to this Agreement to the exclusion of the jurisdiction of any other court; *however*, L7 Defense shall retain the right to institute proceedings, including interlocutory and/or injunctive relief, in any other territory.

11.2. *Publicity*. L7 Defense may identify Customer on L7 Defense's website(s) and other marketing materials as a user of the Software. Upon L7 Defense's reasonable request, Customer agrees to provide L7 Defense with information regarding its use of the Software and cooperate with L7 Defense's efforts to promote and market the Software including agreeing to be a reference for future customers of L7 Defense.

11.3. *Assignment*. Neither Party shall transfer, assign or pledge in any manner whatsoever any of its rights or obligations under this Agreement without the prior written consent of the other Party, *provided however*, that a Party may assign this Agreement in connection with a merger, acquisition, sale of all or substantially all of its assets or other such corporate reorganization.

11.4. *Severability*. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against regulatory or public policy, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall in no way be affected, impaired or invalidated.

11.5. *Entire Agreement*. The terms and provisions herein contained constitute the entire Agreement between the Parties with respect to the subject matters hereof and shall supersede all previous communications, oral or written, between the Parties hereto with respect to the subject matters hereof. No modification, amendment or correction to this Agreement shall be binding upon either of the Parties hereto unless in writing and signed by the duly authorized representatives of both Parties.

11.6. *Waiver*. No waiver of any rights by any party hereto shall be construed as a waiver of the same or any other right at any prior or subsequent time. Furthermore, no waiver or delay on the part of a Party in exercising any power or right hereunder, and no forbearance or indulgence of a party granted to the other party, shall in any way restrict or diminish the full rights and powers

of that Party under this Agreement, or operate as a waiver of any breach by a Party of any of the terms or conditions of this Agreement.

11.7. _Notices_. Any notice provided pursuant to this Agreement shall be in writing and shall be sent to the addresses of the Parties contained in the preamble of this Agreement by registered mail, or facsimile with telephone confirmation, or e-mail with notice of receipt requested, or by hand delivery. All notices will be deemed to have been delivered five (5) business days after being mailed (return receipt requested) if delivered by registered mail, or one (1) business day after delivered by hand, by facsimile or by e-mail (with confirmation of receipt).

11.8. _Counterparts_. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document.

[_Signature page follows_]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized and empowered officers or representatives, this ___ day of _____, 201_.

_____   _____

          L7 Defense Ltd.   **[*Customer*]**

Name: _____   Name: _____

Title: _____   Title: _____