

Exhibit A

Cyngular Security THIRHub Platform Terms and Conditions

This THIRHub Platform Agreement ("**Agreement**") is entered into by and between Cyngular Security Ltd. ("**Cyngular**") and _____ ("**User**") on _____ 2024 (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 to 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 **THIRHub** Platform, as may be provided and amended by Cyngular from time to time.
- 1.4. "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**").
- 1.5. "THIRHub Platform"** means the Cyngular IR readiness, threat hunting, investigation and response platform, technology, methodology, know-how, including Cyngular Content, and any product or services, including but not limited to the Dashboard Services (as defined below), provided by Cyngular under this Agreement via the **THIRHub** Platform. **THIRHub** Platform does not include Third Party Content.
- 1.6. "Suggestion"** means all suggested improvements and comments to the **THIRHub** Platform that User provides to Cyngular.
- 1.7. "Third Party Content"** means Content made available to User by any third party on the **THIRHub** Platform or in conjunction therewith.
- 1.8. "User Content"** means Content Users (i) post, submit, run on, or upload to the **THIRHub** Platform, (ii) cause to interface with the **THIRHub** Platform, or (iii) upload to the **THIRHub** Platform under User's account or otherwise transfer, process, use or store in connection with User's account.
- 1.9. "Cyngular Content"** means Content Cyngular makes available in connection with the **THIRHub** 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. THIRHub Platform.

- 2.1. Right to Access and Use the THIRHub Platform.** Cyngular and/or its licensors (if any) own and reserve all right, title, and interest in and to the **THIRHub** Platform. During the Term (as defined below) Cyngular grants User a limited, revocable, non-exclusive, non-sub-licensable, non-transferrable right to access and use the **THIRHub** 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 **THIRHub** Platform, including any related intellectual property rights.

2.2. Restrictions. User may not use the **THIRDhub** Platform (or any part thereof) in any manner or for any purpose other than as expressly permitted in the Agreement. User shall not, and shall not attempt to: (i) modify, alter, tamper with, repair, or otherwise create derivative works of the **THIRDhub** Platform, or any part thereof; (ii) reverse engineer, disassemble, or decompile the **THIRDhub** Platform, or apply any other process or procedure to derive the source code of any software included in the **THIRDhub** Platform; (iii) create links to any content available via the **THIRDhub** Platform, without Cyngular'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 **THIRDhub** Platform; (v) scan the **THIRDhub** Platform, or test the vulnerability of the **THIRDhub** Platform, or breach the security or authentication measures of the **THIRDhub** Platform; (vi) use logos, trademarks or any other element protected by Cyngular's intellectual property rights; (vii) simulate the appearance or functioning of the Platform, e.g. by mirroring; (viii) disturb or disrupt the **THIRDhub** Platform, directly or indirectly, or transmit or activate viruses via or on the **THIRDhub** Platform. All rights granted to User in the Agreement are conditional on User's continued compliance with the Agreement, and such rights will immediately terminate if User does not comply with any of the terms and condition of the Agreement.

2.3. User Account.

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

2.3.2. User is responsible for all activities that occur under User's account, regardless of whether the activities are undertaken by User, or any third party and Cyngular is not responsible for any unauthorized access to User's account. User will notify Cyngular immediately if User believes an unauthorized third party may be using User's account or if User's account information is lost or stolen.

2.3.3. Cyngular may impose limits on certain features and services or restrict User's access to parts of or the entire **THIRDhub** Platform, terminate or limit any use of the **THIRDhub** Platform if User violates this Agreement or Cyngular otherwise objects to User's use of the **THIRDhub** Platform, at Cyngular's sole discretion.

2.4. Support to User. Cyngular shall provide technical support, on a basis of reasonable effort, all in accordance with the terms set forth in the Cyngular SLA attached hereto as **Exhibit B**, as may be amended from time to time.

2.5. Planned Downtime. User acknowledges that Cyngular may occasionally bring down part or all of its system for maintenance purposes. Cyngular will make commercially reasonable effort to inform User in advance of such planned downtime.

3. User's Representations.

3.1. By accessing and/or using the **THIRDhub** 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 **THIRDhub** 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 Content is fully compliant with any applicable law; (v) User acknowledges that Cyngular is not in any way liable for User Content. It shall be clarified that Cyngular is under no obligation to monitor any User Content; and (vi) User acknowledges that Cyngular may utilize third party services as part of the **THIRDhub** Platform and in such event the terms and conditions of such third party shall govern the specific service.

3.2. User acknowledges that Cyngular will not bear any liability for any loss, damage, cost, or expense that User may suffer or incur as a result of or in connection with providing any Content and Cyngular is not responsible or liable in any way for the Content provided by User. User is solely responsible for its Content and the consequences of providing such Content to the **THIRDhub** Platform.

3.3. User acknowledges that the Dashboard Services will be solely based on User Content uploaded to the **THIRDhub** Platform. Cyngular is not responsible for the completeness or accuracy of any such User

Content or for confirming any of it. Moreover, Cyngular does not assume any responsibility for any third-party products, programs or services, their performance or compliance with User Content or otherwise.

- 3.4.** User acknowledges that it will be deemed to have taken any action of employees or service providers with respect to employees' or service providers' access and/or use of the **THIRDhub** Platform. User will ensure that all employees or service providers comply with User's obligations under this Agreement

and that the terms of User's agreement with each employee or service provider are consistent with the Agreement. If User becomes aware of any violation of User's obligations under the Agreement by an employee or service provider, User will immediately terminate such employee's or service provider's access to User's Content and the **THIRDhub** Platform.

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

3.5.1. With respect to Personal Data transferred to Cyngular (and only to the extent such Personal Data is transferred to Cyngular) (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 Cyngular; (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.

3.5.2. User will at all times comply 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 Cyngular the applicable fees for use of the **THIRDhub** Platform, in accordance with Cyngular's payment terms, as described in a separate price list provided by Cyngular to User, using one of the payment methods Cyngular 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 exclusive of applicable taxes, including VAT and applicable sales tax. User will provide Cyngular with any information Cyngular reasonably requests to determine whether Cyngular 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 automatically renewed thereafter for successive one-year terms (each, a "**Renewal Term**" and together with the Initial Term, the "**Term**"), unless notice of non-renewal is given by either party at least sixty (60) days prior to the expiration of the then current Initial Term or Renewal Term, as applicable.

5.2. Termination. Either party may terminate this Agreement for cause upon fourteen (14) business 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 fourteen (14) business days after being notified about such material breach.

5.3. Immediate Termination. Without derogating from anything herein, Cyngular may terminate this Agreement immediately upon notice to User upon the occurrence of one or more of the following (as reasonably determined by Cyngular) (i) if User's use of the **THIRDhub** Platform poses a security risk to Cyngular, the **THIRDhub** Platform or to any third party, or might otherwise adversely impact the **THIRDhub** Platform or the systems or Content of any other Cyngular User, and/or may subject Cyngular, or any third party to liability; (ii) User have ceased to operate in the ordinary course of business, made an assignment for the benefit of creditors or similar disposition of User's assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding; (iii) in case Cyngular's relationship with a third party who provides software or other technology, which Cyngular uses in order to provide the **THIRDhub** Platform expires, is terminated or altered; (iv) if providing the **THIRDhub** Platform creates a substantial economic or technical burden or material security risk for Cyngular; (iv) 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 Cyngular. It shall be clarified that User shall not be entitled to any refund for any fees already paid (other than in the event of termination by User due to Cyngular's material breach.

In such event Cyngular shall refund a pro-rata portion of the Services Fee); and (iii) User will promptly

return or, if instructed by Cyngular, destroy all Cyngular Content in User's possession; and (iv) Sections 2.2, 6-10 will survive any expiration or termination of this Agreement.

6. Proprietary Rights.

6.1. THIRHub Platform. All title, ownership rights, and intellectual property rights (including all copyrights, patents, trade secret rights and trademarks) in and to the **THIRHub** Platform shall remain in Cyngular, and/or its licensors, if any. Cyngular expressly reserves all rights to the foregoing, and except for the limited grant of rights expressly set forth herein, Cyngular does not grant User any right, title, or interest in any intellectual property owned or licensed by Cyngular. To the extent, if any, that ownership of the **THIRHub** Platform, or any part thereof, does not automatically vest in Cyngular by virtue of the Agreement, or otherwise, User hereby transfers and assigns to Cyngular, upon the creation thereof, all rights, title and interest User may have in and to such **THIRHub** 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, Cyngular obtains no rights under this Agreement from User or User's licensors to User Content, including any related intellectual property rights. Notwithstanding the foregoing, User grants Cyngular a revocable license to use User's logo, trademarks, trade names, or other designations of User for marketing purposes during the Term and thereafter.

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

7. Indemnification.

7.1. By User. User will defend, indemnify, and hold harmless Cyngular 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) breach of this Agreement or violation of applicable law by User; or (ii) User Content, including but not limited to any claim involving alleged infringement or misappropriation of third-party rights by User Content or by the use, development, design, production, advertising or marketing of User Content;

7.2. By Cyngular. Cyngular 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 Cyngular's acts or omissions under these Agreement, reduced to a final adverse, non-appealable judgment made by a court of competent jurisdiction and actually borne by User. Cyngular shall have no obligations or liability hereunder to the extent that the alleged infringement is based on the User Content. If Cyngular believes that the **THIRHub** Platform might infringe, then Cyngular may in its sole discretion: (i) obtain (at no additional cost to User) the right to continue to use the **THIRHub** Platform; (ii) replace or modify the allegedly infringing part of the **THIRHub** 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. This section states Cyngular's entire liability and User's exclusive remedy for any claims of infringement.

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 immediate and complete control over 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 CLOUDFIR PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CYNGULAR EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT DEROGATING FROM THE GENERALITY OF THE FOREGOING, CYNGULAR MAKES NO WARRANTY THAT (i) THE CLOUDFIR PLATFORM WILL MEET USER'S EXPECTATIONS; AND (ii) THE CLOUDFIR PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. USER UNDERSTANDS AND AGREES THAT USER'S USE OF THE CLOUDFIR PLATFORM ARE AT USER'S OWN RISK, AND USER WILL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVES ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE THAT RESULTS FROM THE CLOUDFIR 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. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, CYNGULAR'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT CYNGULAR ACTUALLY RECEIVED BY USER UNDER THIS AGREEMENT FOR THE CLOUDFIR PLATFORM THAT GAVE RISE TO THE CLAIM DURING THE TWELVE (12) 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 terms of this Agreement will prevail. 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 during five (5) years 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 sender transmitted 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.
 - 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.