

FIG TERMS OF USE

THESE TERMS OF USE (the “**TERMS**”) ARE ENTERED INTO BETWEEN FIG SECURITY, INC. (“**FIG**”) AND YOU (“**You**”).

Please read the following carefully before accepting these Terms and accessing or using Fig’s Services and Solution (as defined below). By signing these Terms, clicking “I Agree,” “Accept,” or a similar button, or by accessing and/or using the website, software, Fig’s Security Infrastructure Reliability Platform (the “**Solution**”), and any related services or features (collectively, the “**Services**”), you acknowledge and agree to be bound by these Terms and that the effective date of this agreement shall be the date of such action (the “**Effective Date**”).

You further acknowledge and agree that you are entering into a binding legal agreement with Fig, and that you have read, understood, and agreed to be bound by these Terms. You represent and warrant that you have the legal authority to agree to be bound by these Terms. By clicking “I Agree,” “Accept,” or a similar button, you also waive any requirement for an original (non-electronic) signature or for the delivery or retention of non-electronic records, to the extent permitted under applicable law.

1. **License to Access and Use.** Subject to your compliance with these terms of these Terms, Fig grants You a limited, worldwide, non-exclusive, non-transferable, non-sublicensable, and revocable right to access and use Fig’s Services, for your internal purposes and/or the business purposes of the organization that you represent (“**Organization**”). Unless expressly stated otherwise, the term “Solution” includes any associated documentation, user guides, specifications, or other materials made available by Fig in connection with the Services (collectively, “**Documentation**”). You are solely responsible for procuring and maintaining all equipment, software, network access, and ancillary services required to access and use the Services, and for ensuring that such components are compatible with the Services.
2. **Authorized Access and Accounts.**
 - 2.1. Subject to these Terms, Fig grants You access to use the Services on a SaaS basis. By accessing or using the Services, You represent and warrant that You have full legal authority, right, and capacity to enter into and comply with these Terms and to use the Services, whether acting on your own behalf or on behalf of the Organization, and that such use does not and will not violate any applicable laws, regulations, or contractual obligations. Without derogating from the generality of the foregoing, You represent and warrant that You have the right to grant Fig access to any materials and/or systems of you and/or Organization and the right to execute, and to authorize Fig to execute, any integrations in connection with the Services.
 - 2.2. To access the Services, You may be required to register an administrative account with Fig (an “**Account**”). You acknowledge and agree to: (i) provide accurate and complete Account and login information; (ii) keep your login credentials and password secure at all times; (iii) refrain from allowing others to access or use your Account; (iv) remain solely responsible and liable for all activity conducted through your Account; and (v) promptly notify both your Organization (if any) and Fig of any suspected or actual unauthorized access or use.
 - 2.3. You may cancel your Account at any time. Fig will use commercially reasonable efforts to process such requests in a timely manner.
3. **Prohibited Uses.** Except as specifically permitted herein, without the prior written consent of Fig, You shall not, and shall not allow any user or any third party to, directly or indirectly: (i) copy, modify, create derivative works of, make available or distribute, publicly perform, or display any part of the Services (including the Solution and Documentation), or use the Services to develop any service or solution that is the same as (or substantially similar to) it; (ii) sell, license, lease, assign, transfer, pledge, rent, sublicense, or share Your rights under these Terms with any third party (including but not limited to offering the Services as part of a time-sharing, outsourcing or service bureau environment); (iii) disclose the results of any testing or benchmarking of the Services to any third party; (iv) disassemble, decompile, decrypt, reverse engineer, extract,

or otherwise attempt to discover the Services' source code or non-literal aspects (including without limitations, the underlying structure, sequence, file formats, ideas, or algorithms); (v) remove or alter any trademarks or other proprietary right notices displayed on or in the Services; (vi) circumvent, disable or otherwise interfere with security-related features of the Services or features that enforce use limitations; (vii) export, make available or use the Services in any manner prohibited by applicable laws; and/or (viii) store or transmit any malicious code (*i.e.*, software viruses, Trojan horses, worms, robots, malware, spyware or other computer instructions, devices, or techniques that erase data or programming, infect, disrupt, damage, disable, or shut down a computer system or any component of such computer system) or other unlawful material in connection with the Services.

4. Privacy and Data Use.

- 4.1. To the extent that Your Organization needs a data processing agreement, You shall request us to provide our Data Processing Agreement (“**DPA**”) and You shall return, or shall ensure that Your Organization shall return, such DPA signed to us.
- 4.2. You represent and warrant that any personal data or personal information (as defined under applicable laws) submitted, uploaded, or otherwise made available to Fig through the Services (including personal data or personal information of a third party) has been collected and/or processed in accordance with applicable data protection laws, including obtaining all necessary consents, authorizations, and notices required for such data to be lawfully shared with Fig and the Organization and used in accordance with these Terms.
- 4.3. You acknowledge and agree that Fig may process personal data for the purpose of providing, maintaining, and improving the Services, and may share such data with its affiliates and service providers.

5. Intellectual Property Rights.

- 5.1. The Services are not for sale and are Fig's sole property. All right, title, and interest, including any intellectual property rights evidenced by or embodied in, attached, connected, and/or related to the Solution and Services (and any and all improvements, modifications and derivative works thereof) and any other solutions, deliverables or services provided by Fig, are and shall remain owned solely by Fig or its licensors. These Terms do not convey to You any interest in or to the Services other than a limited right to use the Services in accordance herewith. Nothing in these Terms shall be construed as a waiver of any intellectual property rights of Fig under any applicable law, except for the limited license to use the Services expressly granted herein.
- 5.2. It is agreed that You may provide Fig with suggestions and/or comments with respect to the Services (collectively, “**Feedback**”). You further acknowledge that all rights, including intellectual property rights in such Feedback shall belong exclusively to Fig. You hereby irrevocably and unconditionally transfer and assign to Fig all intellectual property rights in such Feedback and waive any and all moral rights that You may have in respect thereto. It is further agreed that use of Feedback, if any, may be made by Fig at its sole discretion, and that Fig in no way shall be obliged to make use of the Feedback.
- 5.3. Any anonymous information, which is derived from the use of the Services (*i.e.*, metadata, aggregated and/or analytics information and/or intelligence relating to the operation, support, and/or Your use of the Solution) which is not personally identifiable information and which does not identify You (“**Analytics Information**”) may be used for, without limitation, providing the Services, for development, publication and/or for statistical purposes. Such Analytics Information is Fig's exclusive property.

6. **Confidentiality.** “**Confidential Information**” means: (i) the Services, the content and/or materials provided by the Services and any Documentation provided and/or made available by Fig; (ii) the Feedback; and/or (iii) information (whether tangible, oral or in any other form or media) that should be reasonably known by You to be confidential. You shall keep confidential the Confidential Information using at least the same degree of care as You use for Your own confidential information, but in any event no less than reasonable care and shall not

disclose the Confidential Information to any third party, unless explicitly permitted in writing by Fig. You shall use the Confidential Information solely in connection with the authorized use of the Services hereunder.

7. **DISCLAIMER OF WARRANTIES.** OTHER THAN AS EXPLICITLY STATED IN THESE TERMS, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.

FIG DOES NOT WARRANT THAT: (i) THE SERVICES AND/OR THE SOLUTION WILL MEET YOUR OR YOUR ORGANIZATION’S REQUIREMENTS;

(ii) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (iii) DEFECTS WILL BE CORRECTED; OR

(iv) ANY CONTENT, INFORMATION, OR RESULTS OBTAINED THROUGH THE SERVICES WILL BE ACCURATE OR FULLY RELIABLE. TO THE FULLEST EXTENT ALLOWED UNDER LAW, FIG EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE UNDER THESE TERMS. YOUR USE OF AND RELIANCE ON THE SERVICES, ANY OUTPUT, DATA, OR/CONTENT (INCLUDING AI-GENERATED RESULTS), IS AT YOUR SOLE RISK. FIG SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY LOSS OR DAMAGE RESULTING FROM (I) RELIANCE ON SUCH CONTENT, (II) SERVICE INTERRUPTIONS OR TECHNICAL FAILURES, INCLUDING DUE TO INTERNET OR TELECOMMUNICATION PROVIDERS, OR (III) ERRORS OR OMISSIONS IN ANY OUTPUT, INCLUDING ERRONEOUS, OR INACCURATE MATERIAL GENERATED THROUGH THE SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

8. **LIMITATION OF LIABILITY.** EXCEPT FOR ANY DAMAGES RESULTING FROM WILLFUL MISCONDUCT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FIG SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND, ARISING OUT OF OR RELATED TO THESE TERMS AND/OR THE SERVICES, WHETHER FORESEEABLE OR UNFORESEEABLE, OR FOR ANY LOSS OF PROFITS, DATA, BUSINESS AND/OR GOODWILL. IN NO EVENT SHALL FIG'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS, WHETHER IN CONTRACT OR TORT, OR OTHERWISE EXCEED ONE THOUSAND US DOLLARS (US\$1,000). THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

9. **Indemnification.** You agree to defend, indemnify and hold harmless Fig, its affiliates and its respective officers, directors, agents, consultants and employees from any third-party claims, damages, liabilities, costs, and expenses (including reasonable attorney’s fees) arising from: (i) Your use of the Service; and/or (ii) Your breach of these Terms.

10. **Term and Termination.**

10.1. These Terms shall become effective as of the effective date hereof and shall remain in force, until terminated by either party on immediate written notice (unless otherwise specified in any agreement between Fig and Your Organization). Fig may suspend or terminate your access to the Services at any time for breach of these Terms, or as otherwise permitted therein.

10.2. Upon termination or expiration of these Terms for any reason: (a) You will immediately lose all access to the Services and to any data stored by Fig on You or Your Organization’s behalf; (b) It is Your sole responsibility to ensure that all data is downloaded or backed up prior to termination or account cancellation; (c) Fig reserves the right to permanently delete any data remaining on its systems, and shall have no liability to You or Your Organization, or any third party in connection with such deletion; (d) The provisions of these Terms that by their nature should survive termination shall survive,

including without limitation Sections 5 (Intellectual Property), 6 (Confidentiality), 7 (Disclaimer of Warranties), 8 (Limitation of Liability), and 11 (Miscellaneous).

11. **Miscellaneous.**

- 11.1. **Assignment.** You may not assign or transfer these Terms, or any rights or obligations hereunder, without the prior written consent of Fig. Any unauthorized assignment shall be null and void. Fig may assign its rights and obligations under these Terms without restriction.
- 11.2. **Modifications.** Fig reserves the right, at its discretion, to modify these Terms at any time. Material changes will become effective ten (10) days after notice is provided to You via e-mail or through the Services, or upon posting the updated Terms on Fig's website. Your continued use of the Services following such notice constitutes your acceptance of the modified Terms.
- 11.3. **Governing Law and Jurisdiction.** These Terms shall be governed by and construed in accordance with the laws of the State of Israel, without regard to conflict of laws principles. The exclusive jurisdiction for any dispute arising out of or relating to these Terms shall be the competent courts of Tel Aviv-Jaffa, Israel, and each party hereby irrevocably submits to the exclusive jurisdiction of such courts. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (UCITA) shall not apply.
- 11.4. **Entire Agreement and Construction.** Without derogating from any agreement between Fig and Your Organization (if any), these Terms constitute the entire agreement between You and Fig regarding your use of the Services and supersede all prior or contemporaneous agreements, communications, and understandings between You and Fig, whether written or oral. In the event of a conflict between these Terms and the terms of any agreement between Fig and Your Organization, the agreement with Your Organization shall prevail. Section headings are for convenience only and shall not affect the interpretation of these Terms
- 11.5. **Force Majeure.** Neither party shall be liable for any failure or delay in performance resulting from causes beyond its reasonable control, including but not limited to acts of God, governmental actions, fire, flood, earthquake, war, terrorism, labor disputes, or failures in internet or telecommunications services.
- 11.6. **Independent Contractors.** Nothing in these Terms shall be construed to create any employment relationship, agency, partnership, or joint venture between the parties.
- 11.7. **Severability; Waiver.** If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. Any waiver of any provision or breach must be in writing and shall not constitute a waiver of any other or subsequent provision or breach.

Last updated on June 10, 2025