Privacy & Policy and Terms of Use

TERMS AND CONDITIONS

These terms and conditions (the "Terms and Conditions") and the Cover Sheet to which they are attached govern Client's use of the Product and the Services (as such terms are defined below). WHEREAS, Vicarius is the owner of certain proprietary technology which manages software vulnerabilities (the "Service"), through a software component installed on end user devices (the "Client Software"), monitored and managed through an online dashboard platform (the "Platform", and together with the Service and the Client Software, the "Product"), as further detailed in the Cover Sheet and the Documentation; and WHRERAS Client wishes to use the Products and to obtain from Vicarius certain integration, support and maintenance services in connection therewith; NOW, THEREFORE, in consideration of the conditions herein contained, the parties, intending to be legally bound, agree as follows:

1. Services
    1.1. Subject to the terms of the Agreement, Vicarius shall provide the Client with the Services through the Platform.
    1.2. During the Term and subject to Client's compliance with the terms and conditions of this Agreement, Vicarius grants Client a non-exclusive, non-transferable, non-sublicenseable, limited term revocable right (i) for Client's employees, agents, representatives and contractors to access the Platform for Client's internal business use (the "Authorized Users"); and (ii) to install the Client Software on the number of devices set forth in the Cover Sheet, according to the associated documentation provided by Vicarius or available through the Platform (the "Documentation").
2. Client's Obligations.
    2.1. Client hereby undertakes to use the platform, the Services, and all related software and Documentation in compliance with all applicable laws and regulations, including but not limited to applicable data security and privacy laws.
    2.2. Client represents and warrants that no third party agreement prevents it from using the Products as contemplated hereunder.
    2.3. Client undertakes to manage and secure all Client Software keys and login credentials used by Authorized Users in connection with their use of the Platform, and protect the same against unauthorized use or disclosure.
3. Fees. In consideration for the Services, Client shall pay Vicarius the Annual Fee as set forth in the Cover Sheet (the "Fees").
4. Intellectual Property Rights; Confidentiality
    4.1. All intellectual property rights in the Product, Services and all specifications, user manuals and other documentation associated therewith (the "Documentation") and any part thereof, including any and all derivatives, changes and improvements thereof lie exclusively with Vicarius. Client shall (i) not attempt to infiltrate, hack, reverse engineer, decompile, or disassemble the Product or any part thereof for any purpose; (ii) not represent that it possesses any proprietary interest in Product, Documentation or any part or derivative thereof; (iii) not directly or indirectly, take any action to contest Vicarius's intellectual property rights or infringe them in any way; (iv) except as specifically permitted in writing by Vicarius, not use the name, trademarks, trade-names, and logos of Vicarius; (v) except as specifically permitted herein, not copy any part or content of the Product, of reports produced using the Product or of Documentation other than for Client's own internal business purposes; (vi) not copy any features, functions or graphics of the Products or use it to build a competitive product or service; and (vii) not remove the copyright, trademark and other proprietary notices contained on or in Products or Documentation. Client shall take no action, directly or indirectly, to register Vicarius trademarks (or their variation), domain names, or copyrights in its own name and shall

provide commercially reasonable assistance to Vicarius to prevent the occurrence of such activity by any third parties.

4.2. For the purposes hereof, "Confidential Information" means any proprietary or trade secret information disclosed by one party to the other which can be reasonably understood under the circumstances to be confidential, but excluding any information that: (i) is now or subsequently becomes generally available in the public domain through no fault or breach on the part of receiving party; (ii) the receiving party can demonstrate in its records to have had rightfully in its possession prior to disclosure of the Confidential Information by the disclosing party; (iii) the receiving party rightfully obtains from a third party who has the right to transfer or disclose it, without default or breach of this Agreement; (iv) the receiving party can demonstrate in its records to have independently developed, without breach of this Agreement and/or any use of or reference to the Confidential Information.

4.3. The receiving party agrees (i) not to disclose the disclosing party's Confidential Information to any third parties other than to its directors, employees, advisors, or consultants (collectively, its "Representatives") on a "need to know" basis and provided that such Representatives are bound by confidentiality obligations not less restrictive than those contained herein; (ii) not to use or reproduce any of the disclosing party's Confidential Information for any purposes except to carry out its rights and responsibilities under this Agreement; (iii) to keep the disclosing party's Confidential Information confidential using at least the same degree of care it uses to protect its own confidential information, which shall in any event not be less than a reasonable degree of care. Notwithstanding the foregoing, if the receiving party is required by legal process or applicable law, rule, or regulation to disclose any of the disclosing party's Confidential Information, then prior to such disclosure, if legally allowed, receiving party will give prompt notice to the disclosing party so that it may seek a protective order or other appropriate relief. The confidentiality obligations hereunder shall expire three years from the date of termination or expiration of this Agreement and shall supersede any previous confidentiality undertakings between the parties.

5. Disclaimer; Limitation of Liability

5.1. VICARIUS PROVIDES THE PRODUCT, SERVICES, AND DOCUMENTATION TO CLIENT ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR REPRESENTATION OF ANY KIND, AND VICARIUS EXPRESSLY DISCLAIMS ALL WARRANTIES - STATUTORY, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHENTABILITY, NON INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR ACCURACY. VICARIUS FURTHER DISCLAIMS ANY WARRANTY THAT THE OPERATION OF THE VICARIUS PLATFORM OR ANY RELATED SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

5.2. EXCEPT FOR WILLFUL MISCONDUCT OR FRAUD, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, VICARIUS'S MAXIMUM AGGREGATE LIABILITY UNDER, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY CLIENT TO VICARIUS DURING THE 12 MONTHS PRECEDING THE DATE THE LIABILITY FIRST ARISES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, WHETHER OR NOT VICARIUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Term; Termination

6.1. This Agreement shall commence on the Effective Date and will continue for the Term set forth in the Cover Sheet. The Agreement shall automatically renew for additional 12 months periods unless either party provides written notice of its desire to terminate to the other party at least 60 days prior to the expiry of the then applicable term, unless otherwise terminated in accordance with the terms of this Section 6 ("Term").

6.2. Either party may terminate this Agreement immediately by giving written notice to the other party if: (i) the other party breaches a material provision of this Agreement and fails to cure the breach within seven days after being given written notice thereof; (ii) the other party is judged bankrupt or insolvent, makes a general assignment for the benefit of its creditors, a trustee or receiver is appointed for such party; or (iii) any petition by or on behalf of such party is filed under any bankruptcy or similar laws, provided that Vicarius may also terminate this Agreement if Vicarius reasonably believes Client intends to undergo any of the foregoing.

6.3. Upon termination of this Agreement, Client will immediately cease use of the Product and any Service, each party shall return to the other party all of the other party's Confidential Information in its possession and any outstanding Fees shall become due and payable. Sections 4, 5, 5, 7 and 8 shall survive any expiration or termination of this Agreement.

7. Notices.

All notices or other communications hereunder shall be in writing and given in person, by registered mail, by an overnight courier service which obtains a receipt to evidence delivery, or by facsimile or email transmission with written confirmation of receipt, addressed to the address set forth above or to such other address as any party hereto may designate to the other in accordance with the aforesaid procedure. All notices and other communications delivered in person or by courier service shall be deemed to have been given upon delivery, those given by facsimile or email transmission shall be deemed given on the business day following transmission, and those sent by registered mail shall be deemed given three calendar days after posting.

8. General.

Vicarius may, with Client's prior approval, issue publicity or general marketing communications concerning its involvement with the Client. This Agreement constitutes the entire agreement between Vicarius and Client and supersedes any previous agreements or representations, either oral or written, with respect to the subject matter of this Agreement. All amendments will be made only in writing. Client shall not transfer or assign its rights or obligations under this Agreement to any third party. Any purported assignment contrary to this section shall be void. Vicarius may assign its rights and obligations under this Agreement upon a prior written notice to Client. If any part of this Agreement is declared invalid or unenforceable for any reason, such part shall be deemed modified to the extent necessary to make it valid and operative and in a manner most closely representing the intention of the parties, or if it cannot be so modified, then eliminated, and such elimination shall not affect the validity of any remaining portion, which shall remain in force and effect. Any failure by a party to insist upon or enforce performance by the other of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement or otherwise by law will not be construed as a waiver or relinquishment of any right to assert or rely upon the provision, right or remedy in that or any other instance. This Agreement is governed by the laws of the State of Israel, without regards to its conflict of laws principles, and any dispute arising from this Agreement shall be brought exclusively before the courts of Tel Aviv District, Israel.

Service Level Agreement (SLA)

1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") for the provisioning of the vRx SaaS Platform (formerly known as TOPIA). This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders. This Agreement outlines the parameters the services covered as they are mutually understood by the primary stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

2. Goals & Objectives

The purpose of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent service support and delivery to the Customers by the Vicarius. The goal of this Agreement is to obtain mutual agreement for service provision between Vicarius and its Customers. The objectives of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.
- Match perceptions of expected service provision with actual service support & delivery.

3. Stakeholders

The following Service Provider(s) and Customer(s) will be used as the basis of the Agreement and represent the primary stakeholders associated with this SLA: vRx (formerly known as TOPIA) Service Provider(s): Vicarius. ("Provider") Customers: Customer ("Customer")

4. Periodic Reviewx

This Agreement is valid from the Effective Date outlined herein and is valid until further notice. This Agreement should be reviewed at a minimum once per fiscal year; however, in lieu of a review during any period specified, the current Agreement will remain in effect. The Business Relationship Manager ("Document Owner") is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements / approvals as required. Business Relationship Manager: Roi Cohen - roi@vicarius.io Review Period: Yearly (12 months) Previous Review Date: 20-12-2021 Next Review Date: 20-12-2022

5. Service Agreement

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.

5.1. Service Scope

The following Services are covered by this Agreement; Manned chat support - using the platform's built-in chat Monitored email support - support@vicarius.io vRx (formerly known as TOPIA) ticketing system - https://customer-portal.vicarius.io/portal Remote assistance using Remote Desktop and a Virtual Private Network where available Planned or Emergency Onsite assistance (extra costs apply)

5.2. Customer Requirements

Customer responsibilities and/or requirements in support of this Agreement include: Payment for all support costs at the agreed interval. Reasonable availability of customer representative(s) when resolving a service related incident or request.

5.3. Service Provider Requirements

Service Provider responsibilities and/or requirements in support of this Agreement include: Meeting response times associated with service related incidents. Appropriate notification to Customer for all scheduled maintenance.

5.4. Service Assumptions

Assumptions related to in-scope services and/or components include:

- Changes to services will be communicated and documented to all stakeholders.

6. Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

6.1. Service Availability:

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

Chat support :

- Available from 9:00 A.M. GMT+2 to 5:00 P.M. GMT+2 Sunday – Thursday.
- Chat requests received out of office hours will be forwarded to the team and best efforts will be made to respond and address the chat.

Email support :

- Emails will be monitored from 9:00 A.M. GMT+2 to 5:00 P.M. GMT+2, Sunday to Thursday.
- Emails received outside of office hours will be collected, but guaranteed action will only be provided on the next working day.

6.2. Service Requests:

In connection with Services related incidents and/or requests submitted by the Customer, the Provider will adhere to the following response time frames:

- Critical Severity (e.g. Service is completely unavailable): Customer shall make direct communication with Vicarius and response time shall be up to maximum 1 hour.
- High Severity (e.g. significant communication issues with multiple agents): Customer shall make direct communication with Vicarius and response time shall be up to maximum 4 hours.
- Medium severity (e.g. a specific app does not have patches available): Customer shall open a support ticket and response time shall be up to maximum 24 hours.
- Low severity (e.g. Typo in the UI): Customer shall open a support ticket and response time shall be up to maximum 3 working days.

Remote assistance will be provided in-line with the above timescales dependent on the priority of the support request.

Introduction

Vicarius Ltd. ("us", "we" or "Company") respect the privacy of our users (each, "you" or "User") and are committed to protect the privacy of Users who access, visit, use, or engage with our website (collectively: the "Services"). The Company has prepared this Privacy Policy to outline our practices with respect to collecting, using and disclosing your information when you use the Services. We encourage you to read the Privacy Policy carefully and use it to make informed decisions. By using the Services, you agree to the terms of this Privacy Policy and your continued use of the Services constitutes your ongoing agreement to the Privacy Policy. The Privacy Policy is a part of the [Terms of Use](#) and is incorporated therein by reference. In this Privacy Policy you will read about, among other things:

- What type of information we collect
- Cookies and Google Analytics
- How we use the information
- With whom we share the information and for what purpose
- International transfer
- For how long we retain the information
- Your privacy rights
- How we protect your information
- Marketing
- Minors

- How to contact us

What type of information we collect

We may collect two types of data and information from our Users. The first type of information is un-identified and non-identifiable information pertaining to you, which may be made available or gathered via your use of the Services ("Non-personal Information"). We are not aware of the identity from which the Non-personal Information is collected. Non-personal Information which is collected may include your aggregated usage information and technical information transmitted by your device, including certain software and hardware information about your device (e.g., the device you use, the type of browser and operating system your device uses, language preference, access time and the website's domain name from which you linked to the Services, etc.), in order to enhance the functionality of the Services. We may also collect information about your activity on the Services (e.g., clicks, reading, registering, etc.). The second type of information is individually identifiable information, namely information that identifies an individual or may with reasonable effort identify an individual ("Personal Information"). We collect Personal Information which you provide to us voluntarily. For instance, when you respond to communications from us, communicate with us via email or share additional information about yourself through the Contact Us page on our website. We may also collect the feedback, suggestions, complaints and reports which you send to us. For avoidance of doubt, if we combine Personal Information with Non-personal Information, the combined information will be treated as Personal Information as long as it remains combined.

Cookies and Google Analytics

We may use cookies and other technologies or methods of web and mobile analysis (e.g., Google Analytics) to gather, store, and track certain information related with your access to and activity through the Services. A "cookie" is a small piece of information that a website assign to your device while you are viewing a website. Cookies are very helpful and may be used for various different purposes. These purposes include, among other things, allowing you to navigate between pages efficiently, enabling automatic activation of certain features, remembering your preferences and making the interaction between you and the Services quicker, easier and smoother. We may use Third-Party Cookies which are set by other online services (e.g., Google Analytics) that run content on the page you view on your browser. You may remove the cookies by following the instructions of your device preferences. We also use a tool called Google Analytics to collect information about your use of the Services. Google Analytics collects information such as how often users access the Services, what pages they visit when they do so, etc. We use the information we get from Google Analytics only to improve our Services. Google Analytics collects the IP address assigned to you on the date you visit sites, rather than your name or other identifying information. We do not combine the information collected through the use of Google Analytics with personally identifiable information. Google's ability to use and share information collected by Google Analytics about your visits to this site is restricted by the [Google Analytics Terms of Service](#) and the [Google Privacy Policy](#).

How we use the information

We use and share Personal Information in the manners described in this Privacy Policy. In addition to the purposes listed above, the information we collect, which may include your Personal Information, is used for the following purposes:

- To communicate with you and to keep you informed of our latest updates;
- To perform a research or to conduct analytics in order to improve and customize the Services to your needs and interests;

- To support and troubleshoot the Services and to respond to your queries;
- To detect and prevent fraudulent and illegal activity or any other type of activity that may jeopardize or negatively affect the integrity of the Services; and
- To investigate violations and enforce our policies, and as required by law, regulation or other governmental authority, or to comply with a subpoena or similar legal process or respond to a government request.

With whom we share the information and for what purpose

We do not rent, sell, or share your Personal Information with third-parties except as described in this Privacy Policy. We may share Personal Information with the following recipients: (i) our subsidiaries; (ii) affiliated companies; (iii) subcontractors and other third-party service providers; (iv) auditors or advisors of our business processes; and (v) any potential purchasers or investors in the Company. In addition to the purposes listed in this Privacy Policy, we may share Personal Information with our recipients for any of the following purposes: (i) storing or processing Personal Information on our behalf; (ii) processing such information to assist us with our business operations; (iii) performing research, technical diagnostics, personalization and analytics; and (iv) communicating promotional and informational materials, in accordance with our marketing policy (see below under "Marketing"). We may also disclose Personal Information, or any information you submitted via the Services if we have a good faith belief that disclosure of such information is helpful or reasonably necessary to: (i) comply with any applicable law, regulation, legal process or governmental request; (ii) enforce our policies, including investigations of potential violations thereof; (iii) investigate, detect, prevent, or take action regarding illegal activities or other wrongdoing, suspected fraud or security issues; (iv) to establish or exercise our rights to defend against legal claims; (v) prevent harm to the rights, property or safety of us, our affiliates, our Users, yourself or any third-party; (vi) for the purpose of collaborating with law enforcement agencies; and (vii) in case we find it necessary in order to enforce intellectual property or other legal rights.

Third-party collection of information

Our Privacy Policy only addresses the use and disclosure of information we collect from you. To the extent that you disclose your information to other parties via the Services (e.g., by clicking on a link to any other website or location) or via other sites throughout the Internet, different rules may apply to their use or disclosure of the information you disclose to them. You acknowledge that we are not responsible for the products, services, or descriptions of products or services that you receive from third-party sites or to the content or privacy practices of those sites, and that this Privacy Policy does not apply to any such third-party products and services. You are knowingly and voluntarily assuming all risks of using third-party sites to purchase products and services. You agree that we shall have no liability whatsoever with respect to such third-party sites and your usage of them.

International transfer

Since we operate globally, it may be necessary to transfer data, including Personal Information, to countries outside the European Union. The data protection and other laws of these countries may not be as comprehensive as those in the European Union – in these instances we will take steps to ensure that a similar level of protection is given to Personal Information, including through adequate contractual measures. You hereby consent to the transfer of Personal Information to countries outside the European Union.

For how long is the information retained

We retain the information we collect from you for as long as needed to provide our Services and to comply with our legal obligations, resolve disputes and enforce our agreements (unless we are instructed otherwise). We may rectify, replenish or remove incomplete or inaccurate information, at any time and at our own discretion.

Your privacy rights

Certain jurisdictions provide Users with certain statutory rights to their Personal Information. Subject to exemptions provided by law, and with proper identification, you may have the right to certain actions to your Personal Information such as:

- Right to verify your Personal Information (to access, delete, change or update any Personal Information relating to you. For example, if you believe that your Personal Information is incorrect, you may ask to have it corrected or deleted);
- Right to see what Personal Information about you we have;
- Right to request that we erase Personal Information about you (subject to any other legal obligation that may require us to keep that information);
- Right to restrict us from processing Personal Information pertaining to you (for example, you may request that we will stop using or sharing your Personal Information with third-parties); and
- Right to export Personal Information in a portable format.

If you wish to exercise any of these rights, contact us at: info@vicarius.io. When handling your request, we will ask for additional information to confirm your identity (which may include Personal Information). However, please note that if you choose not to allow us to process your Personal Information, we may be prevented from providing our Services. If you wish to raise a complaint on how we have handled your Personal Information, please contact us directly at:info@vicarius.io. If you are not satisfied with our response or believe we are collecting or processing your Personal Information not in accordance with the laws, you can complain to the applicable data protection authority.

How we protect your information

We take great care in implementing and maintaining the security of the Services and safeguarding information which relates to you. We employ industry standard procedures and policies to ensure the safety of your information and prevent unauthorized use of any such information. Although we take reasonable steps to safeguard such information, we cannot be responsible for the acts of those who gain unauthorized access or abuse our Services, and we make no warranty, express, implied or otherwise, that we will prevent such access. If you believe that your privacy was not treated in accordance with our Privacy Policy, or if any person attempted to abuse our Services or acted in an inappropriate manner, it will be advisable to contact us directly at: info@vicarius.io.

Marketing

We may use your Personal Information, such as your full name, email address, etc. ourselves or by using our third-party subcontractors for the purpose of providing you with promotional materials, concerning the Services. Out of respect to your right to privacy we provide you within such marketing materials with means to decline receiving further marketing offers from us. In addition, at any time, you may request to unsubscribe and discontinue receiving marketing offers by sending us a blank message with the word "remove" to: info@vicarius.io. Please note that even if you unsubscribe from our marketing mailing list, we may continue to send you service-related updates and notifications.

Corporate transaction

We may share information that relates to you, including Personal Information, in the event of a corporate transaction (e.g., sale of a substantial part of our business, merger, consolidation or asset sale of an asset or transfer in the operation thereof) of the Company. In this event, the acquiring company or transferee will assume the rights and obligations as described in this Privacy Policy.

Minors

The Services are not designated to individuals under the age of 18. If you are under 18 years old, you should not use the Services or provide any Personal Information to us. We reserve the right to access and verify any Personal Information collected from you by us. In the event that we become aware that an individual under the age of 18 has shared any information, we will discard such information. If you have any reason to believe that a minor has shared any information with us, it will be advisable to contact us at: info@vicarius.io.

Updates or amendments to the Privacy Policy

We may revise this Privacy Policy from time to time, in our sole discretion, and the most current version will always be posted on our website (as reflected in the "Last Revised" heading). In the event of a material change to the Privacy Policy, we will notify you through the Services or via email. We encourage you to review this Privacy Policy regularly for any changes. Your continued use of the Services, following the notification of such amendments, constitutes your acknowledgement and consent of such amendments to the Privacy Policy and your agreement to be bound by the terms of such amendments.

How to contact us

If you have any general questions regarding the Services or the information that we collect about you and how we use it, please contact us at: info@vicarius.io.

Information about us

The details of the Company are as follows: Derech Menachem Begin 156, Tel Aviv-Yafo, Israel