

END USER LICENSE AGREEMENT

This end user license agreement, including its exhibits, addendums and schedules (collectively, the “**EULA**”) is entered into on the effective date as specified in the Order (as defined below) (the “**Effective Date**”), by and between the Seraphic entity defined below (the “**Company**”) and the entity specified in the Order (the “**Customer**”) (each, a “**Party**” and collectively, the “**Parties**”). Customer may use Software (as defined below) subject to the terms below. This EULA applies to all admin users and non-admin users who access or use the Software on behalf of the Customer. By accessing or using the Software on behalf of the Customer, the admin user represents and warrants that it has the authority to bind the Customer and any non-admin user to the terms and conditions of this EULA. If the admin user does not have such authority, or if the admin user does not agree to the terms and conditions of this EULA, neither the Customer, nor the admin user or any non-admin user shall access or use the Software. Customer hereby waives any applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law.

If Customer has purchased the Subscription (as defined below) granted hereunder from a reseller, distributor or other channel partner authorized by Company (“**Partner**”), and any conflict exists between this Agreement and the agreement entered into between Customer and the Partner, including any purchase order thereunder (“**Partner Order**”), then, as between Customer and Company, this Agreement shall prevail. Any rights granted to Customer in such Partner Order which are not expressly contained in this Agreement shall apply only as between Customer and such Partner under the Partner Order, and not under this Agreement and Company shall have no obligation, liability or warranty with regards to such undertakings.

1. **Subscription.**

- 1.1 **Access Right.** Subject to the terms and conditions of this EULA, (including payment obligation) Company hereby grants Customer a limited, worldwide, non-exclusive, non-sublicensable, non-transferable and revocable right and license to remotely access (i.e. on a SaaS basis) and use the Seraphic software solution for enterprise browser security (the “**Software**”) during the Term (as defined below), solely for Customer's internal information security purposes (“**Subscription**”). All other rights to the Software are expressly reserved by Company. Unless otherwise indicated, the term “**Software**” also includes any manuals or documentation provided or made available to Customer in connection with the operation of the Software (“**Documentation**”). Customer may use the Software only in accordance with the Documentation, subject to the use limitations per device or per User (as defined below) indicated in the Order or Partner Order (if purchased via a Partner) (“**Subscription Scope**”) and applicable laws and regulations. To the extent of any conflict or inconsistency between the terms and conditions of this EULA and an Order, the former shall prevail (unless and to the extent an Order explicitly states otherwise). “**Order**” means, as applicable, any written or electronic order form: (i) issued by the Company and agreed to by Customer for the provision of the applicable Subscription and services granted under this EULA, (ii) issued by Customer pursuant to a Proposal made by Company to Customer, each for the provision by Company of a Subscription to use the Software and relates services to Customer, provided that such order incorporates by reference all terms and conditions specified in the Proposal and indicates the Subscription Scope. Any terms and conditions printed, or linked to, within such purchase order which are in addition to and/or inconsistent with the terms and conditions of this EULA, shall be of no effect. “**Proposal**” means any written or electronic price proposal, made by Company to Customer, setting forth the scope and price of the Subscription to use the Software and/or the provision of the related services, as applicable.

Customer shall be solely responsible for providing all equipment, systems, assets, access, and ancillary goods and services needed to access and use the Software, as well as for ensuring their compatibility with the Software.

- 1.2 **Additional Purchases.** Purchases of access to additional any module, tool, functionality, or feature of the Service and/or additional volume under the Subscription Scope (collectively, “**Additional Purchases**”) shall be documented by a mutually signed written addendum to the Order Form or by executing a new Order Form, in each

case according to the pricing agreed between the Parties. If Customer makes any Additional Purchases during a Subscription Term, the Subscription Fees and the Service term therefore will be prorated to be coterminous with the Subscription Term.

2. **Support Services and Professional Services.**

- 2.1 **Support Services.** Company shall provide support and maintenance services in accordance with Company's support policies which shall be provided to Customer upon request. The support and maintenance services may be performed by Company, a Partner and/or Company's certified third party providers. The Software, any support and maintenance services, and Professional Services (as defined below) provided hereunder shall be referred to as the Services (“**Services**”). Company shall be entitled, from time to time, to modify and replace features of the Services (but not material functionalities, unless it improves the material functionality) and user interface of the Service.
- 2.2 **Professional Services** If Customer has purchased the Subscription directly from Company, this Section 2.2 shall apply. In the event Customer wishes to receive any additional services from Company that are not included in the SLA, such as installation, deployment, configuration, customization, integration, training, or other professional services (“**Professional Services**”), Customer shall request same from Company in writing, and, if Company, in its sole discretion, agrees to perform such Professional Services, they shall be set out in sequential Statements of Work to this Agreement, as shall be negotiated and executed by both Parties (each, a “**SOW**”). Company will charge for Professional Services in accordance with the fees and payment terms specified in the applicable SOW. Each SOW is hereby deemed incorporated into this Agreement by reference. To the extent of any conflict between the main body of this Agreement and a SOW, the former shall prevail, unless and to the extent that the SOW expressly states otherwise.

3. **Users.**

The Software may be accessed solely by individuals or entities who are Customer's employees, or any third party contractors or service providers who are not competitors of Company and are explicitly authorized by Customer to access and use the Software solely on behalf of Customer and for Customer's benefit (each, a “**User**”).

Customer will (i) ensure that Users, at all times, comply with the terms of this Agreement, (ii) maintain the confidentiality and security of their account credentials, and (iii) be fully responsible for any acts or omissions by a User. Customer shall immediately report any unauthorized access or use of the

Software to Company. In order to access the Software, Customer and/or its Users may be required to set up an administrative account with Company ("**Account**"). Customer warrants and represents that all information submitted during the registration process is, and will thereafter remain, complete and accurate. Customer agrees to use the Services in accordance with, and to comply with the requirements of, all laws, rules and regulations which are applicable to Customer, and acknowledges that Customer is solely responsible for determining whether a particular use of the Services is compliant with such laws.

4. **Trial Period.** Company may, at its sole discretion, offer a free trial subscription to the Software, on which the Account was provisioned and ending at the date determined specified in the Order ("**Trial Period**"). Unless otherwise agreed between the Parties, no fees shall be due from Customer for use of the Service during the Trial Period. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, DURING THE TRIAL PERIOD THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY WHATSOEVER AND COMPANY WILL HAVE NO WARRANTY, INDEMNITY OR OTHER OBLIGATIONS OR LIABILITIES WITH RESPECT TO THE TRIAL PERIOD. FOR GREATER CLARITY, COMPANY SHALL NOT BE LIABLE FOR HEREUNDER FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL OR EXEMPLARY DAMAGES OR LOSSES WHATSOEVER; NOR FOR DAMAGES OR LOSSES FOR LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF GOODWILL, OR DAMAGES ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SERVICE. In the event of any inconsistencies between the terms of this Section 4 and other provisions of this Agreement, the terms specified in this Section 4 shall prevail with respect to the Trial Period.

5. **Third Party Services.**

The Services may enable Customer to engage, connect, use and procure certain third-party integration services, products, software, and tools in connection with Customer's use of the Services the which will be made available to Customer via the Seraphic Console ("**Third Party Services**"). Company makes no, and hereby disclaims, any and all warranties with respect to the Third Party Services. Your relationship with such Third Party Service providers, and use of, such Third Party Services, including without limitation, the collection, processing, and use of your data by such Third Party Services, are subject to a separate contractual arrangement between you and the provider of a Third Party Service and to its privacy policy (collectively the "**Third Party Agreement**"). Company is not a party to, nor responsible, in any manner, for your compliance or the provider of the Third Party Service compliance with the Third Party Agreement. Notwithstanding the above, when registering procuring, or using Third Party Services through Company, you thereby instruct Company to provide the Third Party Services provider the information required in order to register, procure or use such Third Party Service, which may include Customer Data and/or personal data regarding Users. Third-Party Services may be offered free of charge or for a certain fee, which may be charged directly by the Third Party service provider.

6. **Subscription Fees.**

If Customer has purchased the Subscription directly from Company, this Section 6 shall apply.

6.1 The Services are conditioned on Customer's payment in full of the applicable fees as set forth in the Order, Company reserves the right, following notice to Customer, to suspend Customer's access to the Services

for non or late payment. Unless otherwise specified in the Order: (i) Customer will pay all amounts due under this EULA in U.S. Dollars; (ii) all amounts invoiced hereunder are due and payable within thirty (30) days of the date of the invoice; and (iii) all fees and other amounts paid hereunder are non-refundable. Any amount not paid when required to be paid hereunder shall accrue interest on a daily basis until paid in full at the lesser of: (a) the rate of one and a half percent (1.5%) per month; or (b) the highest amount permitted by applicable law. All amounts payable under this EULA are exclusive of all sales, use, value-added, withholding, and other direct or indirect taxes, charges, levies, duties and/or governmental charges, which shall be borne on Customer, except for taxes based upon Company's net income.

6.2 If Customer uses the Services in excess of its Subscription Scope, Company shall notify Customer thereof, and Customer shall, within fourteen (14) days following its receipt of such notice, reduce its usage to in accordance with the Subscription Scope. If Customer fails to reduce the required usage, Company reserves the right, as a non-exclusive remedy, to charge Customer for its excessive usage, and Customer shall pay per such use in accordance with the payment terms specified in Section 6.1

6.3 If Customer purchased the Subscription via a Partner, the Subscription is subject to the full payment of the applicable fees as set forth in the Partner Order between Customer and the respective Partner. All payments shall be made directly to Partner, as agreed between Customer and Partner. If Customer is entitled to a refund under the terms and conditions of this Agreement, then, unless Company specifies otherwise, Company will refund any applicable fees to the Partner, and the Partner alone will be responsible for refunding the appropriate amounts to Customer.

7. **Prohibited Uses.** Except as specifically permitted herein, without the prior written consent of Company, Customer must 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 Software (including by incorporation into its products), or use the Software to develop any service or product that is the same as (or substantially similar to) it; (ii) sell, license, lease, assign, transfer, pledge, rent, sublicense, or share Customer's rights under this EULA with any third party (including but not limited to offering the Software as part of a time-sharing, outsourcing or service bureau environment); (iii) use any "open source" or "copyleft software" in a manner that would require Company to disclose the source code of the Software to any third party; (iv) disclose the results of any testing or benchmarking of the Software to any third party; (v) disassemble, decompile, decrypt, reverse engineer, extract, or otherwise attempt to discover the Software's source code or non-literal aspects (such as the underlying structure, sequence, organization, file formats, non-public APIs, ideas, or algorithms); (vi) remove or alter any trademarks or other proprietary right notices displayed on or in the Software; (vii) circumvent, disable or otherwise interfere with security-related features of the Software or features that enforce use limitations; (viii) export, make available or use the Software in any manner prohibited by applicable laws; and/or (ix) 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 Software.

8. **Mutual Warranties.** Each Party represents and warrants that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or

organization; and that the execution and performance of this EULA will not conflict with other agreements to which it is bound or violate applicable law.

9. Intellectual Property Rights.

9.1 The Software is not for sale and is Company'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 Software (and any and all improvements, modifications and derivative works thereof) and any other products, deliverables or services provided by Company, are and shall remain owned solely by Company or its licensors. This EULA does not convey to Customer any interest in, or to, the Software other than a limited right to use the Software in accordance herewith. Nothing herein constitutes a waiver of Company's intellectual property rights under any law.

9.2 If Company receives any feedback (which may consist of questions, comments, suggestions or the like) whether orally or in writing regarding any of the Services (collectively, "**Feedback**"), all rights, including intellectual property rights in such Feedback shall belong exclusively to Company and such shall be considered Company's Confidential Information. Customer hereby irrevocably and unconditionally transfers and assigns to Company all intellectual property rights it has in such Feedback and waives any and all moral rights that Customer may have in respect thereto. It is further understood that use of Feedback, if any, may be made by Company at its sole discretion for any purpose and without acknowledgement or compensation.

10. Data.

10.1 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, configuration, performance, security, and/or Customer's access and use, of the Software) which is not personally identifiable information and which does not identify Customer ("**Analytics Information**") including any machine generated data, such as metadata derived from use of the Software and provision of the Services which does not identify the identity of Customer or the User ("**Metric Data**") and any malware, spyware, virus, worm, Trojan horse, or other potentially malicious or harmful code or files that Customer provides to Company in connection with this EULA, or is otherwise collected or discovered from use of the Software and provision of the Services which does not identify the identity of Customer or the User ("**Threat Actor Data**") may be used by Company at its sole discretion, including, without limitation, for providing the Software and/or Services, for development, and/or for statistical purposes. Such Metric Data, Threat Actor Data and Analytics Information are Company's exclusive property.

10.2 As between the Parties, Customer is, and shall be, the sole and exclusive owner of all data and information inputted or uploaded to the Software by or on behalf of Customer or otherwise integrated with the Software via an API, or data belonging to Customer's applications within the environment in which the Software is made available ("**Customer Data**"). Customer hereby grants Company and its affiliates a worldwide, non-exclusive, non-assignable (except as provided herein), non-sublicensable (except to Company's subcontractors, if applicable), non-transferable right and license, during the Term, to access and use the Customer Data for Company's provision of the Software and/or Services hereunder. For clarity, Metric Data, Threat Actor Data and Analytics Information are not, and shall not be deemed as Customer's Confidential Information or Customer Data. Additionally, unless

specifically requested otherwise by Customer in writing, as part of the access to and use of Customer data, login and logout information related to Customer's tenants, which is generated by Company may be passively monitored by Company, shall not be visible to Customer and will not appear in its audit log.

10.3 Customer Data shall be automatically and continuously backed-up and retained by Company every ninety (90) days, unless Customer has purchased an additional retention period, and in such event the backup period shall be extended in accordance with the additional retention period purchased by Customer. During the Term and for a period of thirty (30) days thereafter, Customer may access, view and download the Customer Data via the Software and/or the third party tool enabling such view and access ("**Access Tool**"). For clarity, use of the Access Tool may be subject to additional terms and conditions and is at Customer's sole risk and discretion. Company is not responsible or liable for any ability or disability to access the Customer Data via the Access Tool, or for any inaccuracy in the Customer Data presented via the Access Tool.

10.4 Customer hereby instructs Company to process personal data on behalf of Customer, for the purpose of providing the Services outlined in this Agreement. To the extent that Customer needs a data processing agreement ("**DPA**"), Customer shall request Company to provide it with Company's DPA and return it signed to Company. The DPA, once signed, shall be deemed as an exhibit and an integral part of this Agreement.

11. **Third Party Components.** The Software may use or include third party open source software or components that may be distributed to Customer ("**Open Source Software**") and are subject to third party open source license terms ("**Open Source Terms**"). If there is a conflict between any Open Source Terms and the terms of this EULA, then the Open Source Terms shall prevail but solely in connection with the related Open Source Software. A list of the Open Source Software and related Open Source Terms shall be provided to Customer upon request. Company makes no warranty or indemnity hereunder with respect to any third party open source software other than that the open source components distributed to Customer shall not require Customer to disclose the source code of the its software to any third party.

12. **Confidentiality.** Each Party may have access to certain non-public information of the other Party, in any form or media, including without limitation trade secrets and other information related to the products, software, technology, data, know-how, or business of the other Party, and any other information that a reasonable person should have reason to believe is proprietary, confidential, or competitively sensitive (the "**Confidential Information**"). Each Party shall take reasonable measures, at least as protective as those taken to protect its own confidential information, but in no event less than reasonable care, to protect the other Party's Confidential Information from disclosure to a third party. The receiving party's obligations under this Section, with respect to any Confidential Information of the disclosing party, shall not apply to and/or shall terminate if such information: (a) was already lawfully known to the receiving party at the time of disclosure by the disclosing party; (b) was disclosed to the receiving party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the receiving party has become, generally available to the public; or (d) was independently developed by the receiving party without access to, use of, or reliance on, the disclosing party's Confidential Information. Neither Party shall use or disclose the Confidential Information of the other Party except for performance of its obligations under this EULA ("**Permitted Use**"). The receiving party shall only

permit access to the disclosing party's Confidential Information to its respective employees, consultants, affiliates, agents and subcontractors having a need to know such information in connection with the Permitted Use, who either (i) have signed a non-disclosure agreement with the receiving party containing terms at least as restrictive as those contained herein or (ii) are otherwise bound by a duty of confidentiality to the receiving party at least as restrictive as the terms set forth herein; in any event, the receiving party shall remain liable for any acts or omissions of such persons. The receiving party will be allowed to disclose Confidential Information to the extent that such disclosure is required by law or by the order of a court or similar judicial or administrative body, provided that it promptly notifies the disclosing Party in writing of such required disclosure to enable disclosing party to seek a protective order or otherwise prevent or restrict such disclosure and cooperates reasonably with disclosing party in connection therewith. All right, title and interest in and to Confidential Information is and shall remain the sole and exclusive property of the disclosing Party. For the purpose of this EULA, Customer Data shall not be deemed as Confidential Information and it will be subject to the terms of Section 10.

13. **LIMITED WARRANTIES.** Company represents and warrants that, under normal authorized use, and during the Term, the Software shall substantially perform in conformance with its Documentation. As Customer's sole and exclusive remedy and Company's sole liability for breach of this warranty, Company shall use commercially reasonable efforts to repair the Software in accordance with the Company's support policies. The warranty set forth herein shall not apply if the failure of the Software results from or is otherwise attributable to: (i) repair, maintenance or modification of the Software by persons other than Company or its authorized contractors; (ii) accident, negligence, abuse or misuse of the Software; (iii) use of the Software other than in accordance with the Documentation; or (iv) the combination of the Software with equipment or software not authorized or provided by Company. OTHER THAN AS EXPLICITLY STATED IN THIS EULA, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE, SERVICES AND THE RESULTS THEREOF ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY DOES NOT WARRANT THAT: (I) THE SOFTWARE AND/OR THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR OTHERWISE DISCOVER, PROTECT OR PREVENT ALL CUSTOMER'S SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE, OR (II) THE SOFTWARE WILL OPERATE ERROR-FREE. EXCEPT AS SET FORTH IN SECTION 8 AND THIS SECTION 13, THE COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, SATISFACTORY QUALITY TITLE, NON- INFRINGEMENT, NON-INTERFERENCE, FITNESS FOR A PARTICULAR PURPOSE. COMPANY WILL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR FOR ISSUES RELATED TO PUBLIC NETWORKS OR CUSTOMER'S HOSTING SERVICES.

14. **LIMITATION OF LIABILITY.**

WITHOUT DEROGATING FROM COMPANY'S INDEMNIFICATION OBLIGATION UNDER SECTION 15 AND EXCEPT FOR ANY DAMAGES RESULTING FROM: (I) ANY BREACH OF EITHER PARTY'S CONFIDENTIALITY OBLIGATIONS HEREIN, (II) WILLFUL MISCONDUCT, AND/OR (III) CUSTOMER'S MISAPPROPRIATION OR OTHERWISE VIOLATION OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS (INCLUDING MISUSE OF THE SUBSCRIPTION BY

CUSTOMER): (A) NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, REPUTATION, PROFITS, DATA, OR DATA USE, OR THE COST OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES; (B) EITHER PARTY'S MAXIMUM LIABILITY ARISING OUT OF OR RELATED TO THIS EULA, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID OR PAYABLE TO COMPANY BY CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. FOR CLARITY, THE LIMITATIONS IN THIS SECTION DO NOT APPLY TO PAYMENTS DUE TO COMPANY UNDER THIS EULA (INCLUDING ITS EXHIBITS). COMPANY SHALL NOT BE RESPONSIBLE FOR ANY WARRANTIES AND REPRESENTATIONS MADE BY ANY PARTNER TO CUSTOMER.

15. **Indemnification.**

15.1 Company agrees to defend, at its expense, any third party action or suit brought against Customer alleging that the Software, when used as permitted under this EULA and any exhibits attached or referred hereto, infringes intellectual property rights of a third party ("**IP Infringement Claim**"); and Company will pay any damages awarded in a final judgment against Customer that are attributable to any such IP Infringement Claim, provided that (i) Customer promptly notifies Company in writing of such claim; and (ii) Customer grants Company the sole authority to handle the defense or settlement of any such claim and provides Company with all reasonable information and assistance in connection therewith, at Company's expense. Company will not be bound by any settlement that Customer enters into without Company's prior written consent.

15.2 If the Software becomes, or in Company's opinion is likely to become, the subject of an IP Infringement Claim, then Company may, at its sole discretion: (a) procure for Customer the right to continue using the Software; (b) replace or modify the Software to avoid the IP Infringement Claim; or (c) if options (a) and (b) cannot be accomplished despite Company's reasonable efforts, then Company may terminate this EULA and Company shall also provide a refund for any amount pre-paid by Customer for such returned Software for the remaining unused period of the Subscription.

15.3 Notwithstanding the foregoing, Company shall have no responsibility for IP Infringement Claims resulting from or based on: (i) modifications to the Software made by a party other than Company or its designee; (ii) Customer's failure to implement software updates provided by Company specifically to avoid infringement; or (iii) combination or use of the Software with equipment, devices or software not supplied by Company or not in accordance with the Documentation.

15.4 This Section 15 states Company's entire liability, and Customer's exclusive remedy, for any IP Infringement Claim.

16. **Term and Termination.**

16.1 This EULA shall enter into force and effect on the Effective Date and shall remain in full force and effect for the period specified in the Order or the subscription term specified in the Partner Order (as the case may be), unless earlier terminated as set forth herein (the "**Initial Term**"). Following the Initial Term the Subscription shall terminate, unless otherwise renewed by Customer

pursuant to the terms specified in the Order, or other terms agreed upon by the Parties in writing ("**Renewal Term(s)**"). The Initial Term, together with any Renewal Terms (if applicable) shall be referred to collectively herein as the "**Term**".

16.2 For the avoidance of doubt and without derogating from any of Company's rights under this EULA, Customer acknowledges and agrees that the terms of this EULA (including but not limited to, use restrictions, limited warranty and disclaimers, title and ownership, confidentiality and limitation of liability) shall apply to Customer and the Parties relationship, as long as Customer is using the Software, even if the applicable Term has been expired (as set forth in the applicable Order) and/or if an Order was not issued.

16.3 Either Party may terminate this EULA with immediate effect upon written notice if (a) the other Party materially breaches this EULA and, if curable, fails to cure such breach within thirty (30) days after having received written notice thereof; or (b) a receiver is appointed for the other Party, if the other Party makes a general assignment for the benefit of its creditors, or if the other Party commences proceedings under any bankruptcy or insolvency law.

16.4 Upon termination or expiration of this EULA: (i) the Subscription granted to Customer under this EULA shall expire, and Customer shall discontinue any further use thereof; (ii) Customer shall immediately delete and dispose of all copies of the Documentation in Customer's or any of its representatives' possession or control, (iii) each Party will permanently erase or return to the other Party all the other Party's Confidential Information in its possession, custody or control in whatever form held (including all copies or embodiments thereof), in the case of digital material or other material which would remain in each Party's possession following such a return, destroy such material and confirm to the other Party that such has been accomplished, and (iv) during the thirty (30) days following the effective date of termination, Customer may view, access and download all its Customer Data, and thereafter all Customer Data will be deleted by Company without affecting any of Company's rights to the Analytics Information, Metric Data and Threat Actor Data. The provisions of this EULA that, by their nature and content, must survive the termination of this EULA in order to achieve the fundamental purposes of this EULA shall so survive, including but not limited to Sections 9, 12-18 hereof. The termination of this EULA shall not limit Company from pursuing any other remedies available to it under applicable law.

17. **Governing Law and Jurisdiction.** The Seraphic entity entering into this Agreement; the law governing this Agreement which apply in the event of a dispute arising out of or in connection with this Agreement; the courts that have exclusive jurisdiction (including non-contractual) over any such dispute; and the local time depend on where the Customer is domiciled in accordance with the following table:

If Customer is domiciled in	Governing Law	Courts	Seraphic entity entering into this Agreement	Local Time
The USA; a country in North America, Central	State of New York, USA	New York, New York.	Seraphic Algorithms US Inc., 1000 N. West	EST

America, South America or the Caribbean		Each Party irrevocably waives its right to trial of any issue by jury	Street, Suite 1410, Wilmington, DE 19801	
A country in APAC (Asia Pacific); a country in EMEA (Europe, Middle East, and Africa)	England and Wales	London, England	Seraphic Algorithms Ltd., Sapir 7, Herzliya, Israel	Israel time
Israel or a geographic region that does not fall into one of the designations described in this table, then Customer will fall into this category	State of Israel	Tel Aviv-Yaffo		

For clarity, (a) the Governing law specified above is excluding any conflict of laws principles or rules and without regard to the United Nations Convention on Contracts for the International Sale of Goods; and (b) Notwithstanding the courts listed above, each Party may seek equitable relief in any court of competent jurisdiction in order to protect its proprietary rights.

18. **Miscellaneous.** This EULA, Order, including the DPA (if applicable), and any exhibits attached or referred hereto, represents the entire agreement between the Parties concerning the subject matter hereof, replaces all prior and contemporaneous oral or written understandings and statements, and may be amended only by a written agreement executed by both Parties. The failure of either Party to enforce any rights granted hereunder or to take action against the other Party in the event of any breach shall not be deemed a waiver by that Party as to subsequent enforcement or actions in the event of future breaches. Any waiver granted hereunder must be in writing. If any provision of this EULA is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this EULA shall remain in full force and effect and such provision shall be reformed only to the extent necessary to make it enforceable. Any use of the Software by an agency, department, or other entity of the United States government shall be governed solely by the terms of this EULA. Neither Party may assign its rights or obligations under this EULA without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, this EULA may be assigned by either Party in connection with a merger, consolidation, sale of all of the equity interests of such Party, or a sale of all or substantially all of the assets of the Party to which this EULA relates. Without derogating from and subject to the abovementioned,

this EULA will bind and benefit each Party and its respective successors and assigns. Notwithstanding the foregoing, each Party may seek equitable relief in any court of competent jurisdiction in order to protect its proprietary rights. This EULA does not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the Parties. Neither Party has any authority to enter into agreements of any kind on behalf of the other Party. Company will not be liable for any delay or failure to provide the Services resulting from circumstances or causes beyond the reasonable control of Company including, but not limited to on account of strikes, shortages, riots, insurrection, fires, flood, storms, explosions, acts of God, war, government or quasi-governmental authorities actions, riot, acts of terrorism, earthquakes, explosions, power outages, pandemic or epidemic

(or similar regional health crisis), or any other cause that is beyond the reasonable control of Company. Notices to either Party shall be deemed given (a) four (4) business days after being mailed by airmail, postage prepaid, (b) the same business day, if dispatched by facsimile or electronic mail before 13:00 hour (Local Time) and sender receives acknowledgment of receipt, or (c) the next business day, if dispatched by facsimile or electronic mail after the hour 13:00 (Local Time) and sender receives acknowledgment of receipt. This EULA may be executed in electronic counterparts, each of which counterpart, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same agreement.

* * *