

Cyberint Standard Terms and Conditions

The Cyberint Standard Terms and Conditions specified herein, including any of its exhibits, annexes, appendices, or other document to which these Cyberint Standard Terms and Conditions incorporate by reference (collectively, the “**Agreement**”) shall govern Customer’s acquisition and/or use of the respective Cyberint’s Services and forms an integral part of the respective Order Form, whether purchased directly from Cyberint or via one of its Resellers. These terms and conditions shall govern the relations between the Customer and Cyberint Technologies Ltd., or its applicable Affiliates (individually and collectively “**Cyberint**”), as of the date of Customer’s acceptance of the Order Form and/or first usage of the Services, the earlier. Each of the Customer and Cyberint shall hereinafter be referred to as a “**Party**” and jointly the “**Parties**”.

In consideration of the mutual promises, covenants and understandings contained herein, the Parties agree as follows:

1. **Definitions**

The following capitalized terms shall have the following respective definitions (unless the context requires otherwise):

- 1.1 “**Affiliate**”- means with respect to a Party, any entity that, at a given time during the Term, directly or indirectly controls, is controlled by or is under common control. Control means the direct or indirect ownership of more than 50% of the voting securities of a business entity.
- 1.2 “**Customer**”- means the respective entity executing the corresponding Order Form and/or the entity which purchased and/or uses the Service, as applicable.
- 1.3 “**Deliverables**”- means the reports, alerts, notices, and other types of information generated by using the Platform and related functionalities and/or by Cyberint personnel as part of the Service, all as described in the respective Order Form.
- 1.4 “**Documentation**”- means operation manuals, reference manuals, specifications, technical documents, advertising materials, and other documentation relating to the Deliverables now existing or produced from time to time by or on behalf of Cyberint.
- 1.5 “**Intellectual Property Rights**” - shall mean all worldwide: (a) patents, patent applications and patent rights; (b) rights associated with works of authorship, including copyrights, copyrights applications, copyrights restrictions, mask work rights, mask work applications, Moral Rights and mask work registrations; (c) rights relating to the protection of trade secrets and confidential information; (d) design rights and industrial property rights; (e) rights similar to those set forth herein and any other proprietary rights relating to intangible property, including, without limitation, trademarks, service marks and applications therefore, trade names and packaging and all goodwill associated with the same; (f) divisions, continuation, renewals, reissues and extensions of the foregoing (as applicable) now existing or hereafter filed, issued, or acquired; and (g) all rights to sue for any infringement of any of the foregoing rights and the right to all income, royalties, damages and payments with respect to any of the foregoing rights, and the term “**Moral Rights**” means any right to claim authorship of a work, any right to object to any distortion or other modification of a work, and any similar right, existing under the law of any country in the world, or under any treaty, as well as any right to register, maintain, renew, and defend such rights, whether or not they are registered.
- 1.6 “**Platform**” means the Argos platform developed and operated by Cyberint and any extension, updates, add-ons and upgrades thereto (to the extent delivered).
- 1.7 “**Order Form**” – shall mean either (as applicable) (i) if purchased directly from Cyberint, Cyberint’s proposal or any sort of commercial offering approved by Customer or any other written form as agreed by the Parties, setting the scope, usage, subscription term and price of the Service; (ii) if purchased via a Reseller, the Reseller Offering to the Customer that includes the Services.
- 1.8 “**Reseller**”- means the legal entity duly authorized by Cyberint to market, promote, resell and distribute the Service to Customers, and / or approved MSSPs (managed security service providers) legally engaged with the Customer and authorized by Cyberint to use the Service for the benefit of the Customers.
- 1.9 “**Reseller Offering**” – means Reseller’s commercial offering to the Customer, approved by the Customer, setting the scope, usage, subscription term and price of Cyberint solutions.

- 1.10 “**Risk Mitigation Measures**” – means (as applicable under the Order Form): (i) takedown services for detecting and disabling domains, websites, social media profiles and pages, accounts, applications, etc., that are suspected to be involved in malicious or fraudulent activities pertaining Customer’s brand or copyrights via active takedowns of these fraudulent or fake digital identities; and/or (ii) engaging with third parties on behalf of the Customer to explore and mitigate potential risks or infringements of Customer’s legal rights resulting from fraudulent and/or malicious activities against the Customer, its employees, customers or assets.

- 1.11 “**Service**”- means the subscription services or functionality identified in the approved Order Form.

2. **Subscription Scope and Restrictions**

Scope. Subject to the terms of this Agreement, Cyberint hereby grants the Customer a limited, non-exclusive, non-transferable, and non-sublicense-able right to access and/or use the Platform solely for Customer’s own internal business use during the Term. Any rights not expressly granted by Cyberint are hereby reserved, and except for the subscription granted under this section, Customer is granted no other right or license to the Service, the Platform or related Documentation, whether by implied license, estoppel, patent exhaustion, operation of law, or otherwise.

Restrictions. As a condition to the use the Service, Customer shall not do (or permit or encourage to be done) any of the following subscription restrictions (in whole or in part): (a) copy, “frame” or “mirror” the Service; (b) sell, assign, transfer, lease, rent, sublicense, or otherwise distribute or make available the Services to any third party without Cyberint’s prior written consent; (c) alter, adapt, arrange, translate or modify the Service and/or incorporate any portion of the Argos platform into any other software; (d) decompile, disassemble, decrypt, reverse engineer, extract, or otherwise attempt to discover the source code or non-literal aspects (such as the underlying structure, sequence, organization, file formats, non-public APIs, ideas, or algorithms) of the Service; (e) remove, alter, or conceal any proprietary rights notices displayed on or in the Service; (f) circumvent, disable or otherwise interfere with security-related or technical features or protocols of the Service; (g) make a derivative work of the Services, or use it to develop any service or product that is the same as (or substantially similar to) it; (h) store or transmit any robot, malware, trojan horse, spyware, or similar malicious item intended (or that has the potential) to damage or disrupt the Service; (i) use the Service other than as detailed in the Documentation or outside the permitted scope of the Order Form; or (k) publicly disseminate performance information or analysis about the Services, including, without limitation benchmarking test result related to the Services.

3. **Risk Mitigation Measures**

- 3.1 To the extent Risk Mitigation Measures are applicable under the Order Form, Customer hereby authorizes Cyberint to act on its behalf in initiating and pursuing Risk Mitigation Measures and other related threat mitigation activities that may be requested by the Customer, during the Term. As part of this limited and revocable authorization, Customer agrees to provide written authorizations upon Cyberint’s reasonable request that Cyberint

can present to the third-party provider(s) to confirm Cyberint's authority to submit takedown requests on behalf of Customer.

- 3.2 The Customer acknowledges and agrees that any request for the takedown or removal of content, materials, or information from a target platform (inter alia website, application store, social media provider) is the sole responsibility of the Customer. Prior to initiating any such takedown request, the Customer undertakes to conduct thorough verification or any other applicable measures to ensure that the takedown target infringes Customer's legal rights.
- 3.3 Customer acknowledges and agrees that Cyberint does not: (i) exert control over aspects of the Risk Mitigation Measures processed beyond its direct purview, including procedures carried out by third parties, nor does it guarantee the success of such procedures; (ii) provide any legal advice with respect to the Risk Mitigation Measures; and (iii) assume any liability for the associated consequences of Risk Mitigation Measures.
- 3.4 Customer hereby agrees to fully and immediately defend and hold harmless Cyberint and its corporate affiliates, directors, officers, employees and subcontractors (each an "Indemnitee") against any claims, demand, suit, or action and will indemnify each Indemnitee for any and all liabilities, awards, damages, losses, costs and expenses (including without limitation reasonable attorneys' fees and expert witness costs) incurred or suffered by the Indemnitee under or in connection with any such Risk Mitigation Measures (including but not limited to any takedown request).

4. **Cyberint's Representations and Warranties**

Cyberint declares, agrees and undertakes as follows:

- 4.1 Cyberint shall make the Service available to the Customer pursuant to this Agreement.
- 4.2 Cyberint represents and warrants that it has the ability, experience, skills, expertise manpower and necessary resources to provide the Service during the Term.
- 4.3 It shall use commercially reasonable efforts to make the Platform available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which Cyberint shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond Cyberint's reasonable control, including, for example, an event of Force Majeure (as specified below in section 13), Internet failure or delay, usage of non-Cyberint application, or denial of service attack.
- 4.4 Cyberint warrants and undertakes that there is no legal, commercial or contractual restriction which precludes or may preclude it or the Cyberint representatives from performing their obligations pursuant to this Agreement. Use of subcontractors by Cyberint is permitted and shall not release Cyberint from any of its undertakings hereunder.
- 4.5 Except for the warranties set forth in this section 4, Cyberint makes no warranty whatsoever with respect to the Service; whether express or implied by law, course of dealing, course of performance, usage of trade or otherwise.

5. **Customer's Representations and Warranties**

The Customer declares, agrees and undertakes as follows:

- 5.1 The Customer shall not: (i) use Service and/or Deliverables in violation of applicable laws and regulations; (ii) send to or store at Cyberint and/or its Affiliate any infringing, obscene, threatening, or otherwise unlawful or tortious material, including material that violates privacy rights; (iii) use the Service and/or Deliverables in a manner which violates or causes misappropriation of Cyberint intellectual property rights; (iv) use the Service and/or Deliverables without holding the required authority, including any required authorization from third parties. The Customer shall be liable for the acts and omissions of its representatives, Affiliates, and any other persons who access or use the Service and/or Deliverables through the Customer's account or with the

Customer's authorization, relating to this Agreement.

- 5.2 The Customer acknowledges that Cyberint's ability to perform the Services depends and is conditional upon Customer's co-operation and the fulfillment of the obligations set forth in this Agreement. Cyberint shall not be responsible for any deficiency or delay in performing the Services if such deficiency or delay results from Customer's (or its Affiliates') failure to provide reasonably necessary timely co-operation and/or required access to information and documents required for the provision of the Service and perform responsibilities of the Customer.

6. **Payment**

For Customers purchasing the Service directly from Cyberint

- 6.1 In consideration for the provision of Service by Cyberint it shall be entitled to receive the amounts specified in the Order Form (the "Fees").
- 6.2 Payment of Fees shall be made according to the payment terms specified in the Order Form and shall be rendered against a duly issued invoice.
- 6.3 Except as otherwise specified in the Order Form; (i) Fees are based on Service and content subscriptions purchased and not actual usage, (ii) payment obligations are non-cancelable and Fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term.
- 6.4 Unless otherwise specified in the Order Form, Cyberint will invoice Customer in advance in accordance with the relevant provision in the Agreement. Unless otherwise stated in the Order Form, invoiced fees are due net 30 days from the invoice date and shall be paid by electronic funds transfer or by any other means deemed appropriate in the Parties' mutual consent. Customer is responsible for providing complete and accurate billing and contact information to Cyberint and notifying Cyberint of any changes to such information.
- 6.5 Taxes. Cyberint's Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). If Cyberint has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Cyberint will invoice Customer and Customer will pay that amount unless Customer provides Cyberint with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Cyberint is solely responsible for taxes assessable against it based on its income, property and employees.
- 6.6 Fees overdue more than thirty (30) days will accrue interest at the rate of one and a half percent (1.5%) per month.

For Customers purchasing the Service from a Reseller

- 6.7 If the Customer purchased the Service via a Reseller, then the Service (including the subscription to the Platform) is subject to the payment of the applicable fees and fulfillment of the Customer's undertakings as set forth in the Order Form between Customer and the Reseller.
- 6.8 To the extent there is any conflict between this Agreement and the agreement entered between Customer and the respective Reseller, then this Agreement shall prevail. Any rights granted to Customer in the agreement entered between Customer and the respective Reseller which are not contained in this Agreement, apply only in connection with such Reseller. In that case, Customer must seek redress or realization or enforcement of such rights solely with such Reseller and not Cyberint.
- 6.9 Cyberint reserves the right to temporarily suspend provision of Service or to terminate this Agreement upon at least five (5) days prior notice to the extent that Reseller notifies Cyberint that Customer's failed to pay Reseller the applicable fees for

the Service and / or fulfill its contractual undertakings with regards to consumption of the Service and Customer does not cure such breach within such notice period.

7. Confidentiality; Data Security and Privacy

7.1 Confidentiality. In connection with the Agreement each Party has been, and/or will be, provided with, and/or has access to certain confidential information of the other Party. With respect to any and all information disclosed by either Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), the Parties wish to ensure due protection of such information and therefore agree to the following terms and conditions to cover disclosure of the Confidential Information described below:

7.2 Neither Receiving Party shall disclose to third parties Confidential Information (as defined below) of the Disclosing Party, unless such disclosure is approved in writing by the Disclosing Party. The Receiving Party will keep the Confidential Information of the Disclosing Party confidential and secure and will protect it from unauthorized use or disclosure by using at least the same degree of care as the Receiving Party employs to avoid unauthorized use or disclosure of its own Confidential Information of like nature, but in no event less than reasonable care.

7.2.1 "**Confidential Information**" means all non-public information, in any form, furnished or made directly or indirectly by a Party to the other Party, or to which either Party gains access in the course of or incidental to the performance of the Agreement, which is clearly identified as confidential at the time of disclosure or which, in the normal course of business, should reasonably be understood by the receiving Party, because of legends or other markings, the circumstances of disclosure, or the nature of the information itself, to be proprietary and confidential to the Receiving Party

7.2.2 Each Party will use Confidential Information obtained from the other Party solely for the purpose of fulfilling its undertakings or exercising its rights under this Agreement (the "**Purpose**").

7.2.3 The Receiving Party will limit dissemination of Confidential Information only to its employees and/or subcontractors and/or consultants who have a "need to know" for the Purpose only and who have signed a non-disclosure agreement with the Receiving Party containing terms at least as protective of the Disclosing Party's Confidential Information as those contained herein. The receiving Party is liable for any breach of confidentiality by any of its employees, subcontractors or consultants, as applicable.

7.2.4 The obligations of confidentiality do not apply to an information that the Receiving Party can show: (a) is or becomes a part of the public domain through no act or omission of the other Party; (b) was in the other Party's lawful possession prior to the disclosure and had not been obtained by the other Party either directly or indirectly from the Disclosing Party; (c) is lawfully disclosed to the other Party by a third party that is not bound by restriction on the disclosure; or (d) is independently developed by the Receiving Party without use and/or reference to the Confidential Information of the Disclosing Party .

7.2.5 Should the Receiving Party be required by law, court or other competent state authority to disclose any Confidential Information obtained from the Disclosing Party, the Receiving Party will, if permissible, provide the Disclosing Party with prompt prior written notice of such request or requirement so that the Disclosing Party can seek appropriate lawful protective measures.

7.2.6 Upon Disclosing Party's first demand, the Receiving Party shall return to Disclosing Party all Confidential Information, including all records, products and samples received, and any copies thereof, as well as any notes, memoranda or other writings or documentation, in any form or medium, which contain, embody or pertain to the Confidential

Information or any portion thereof, whether in its possession or under its control, and shall erase all electronic records thereof, and shall so confirm to Disclosing Party in writing.

7.2.7 The above confidentiality undertakings will survive termination and/or expiration of this Agreement and shall continue in full force and effect for a period of five (5) years from the date of the last disclosure of Confidential Information to the Receiving Party.

7.2.8 The Parties shall comply with all applicable laws and regulations pertaining to data security and privacy. To the extent applicable in respect of any personal data held or otherwise processed by Cyberint during the course of its dealings with Customer in connection with this Agreement, the Cyberint's Data Processing Addendum shall apply - www.Cyberint-DPA.

8. Intellectual Property Rights.

As between the Parties, Cyberint is, and shall be, the sole and exclusive owner of all intellectual property rights in and to: (a) the Service, Platform and all related software and intellectual property; and (b) any and all improvements, derivative works, and/or modifications of/to the foregoing, regardless of inventorship or authorship. Customer shall make, and hereby irrevocably makes, all assignments necessary or reasonably requested by Company to ensure and/or provide Cyberint the ownership rights set forth in this paragraph. Cyberint shall be entitled, from time to time, to modify and replace the features (but not material functionalities, unless it improves the material functionality) and user interface of the Service. Nothing herein constitutes a waiver of Cyberint's intellectual property rights under any law. If Cyberint receives any feedback (which may consist of questions, comments, suggestions or the like) regarding any of the Service (collectively, "**Feedback**"), all rights, including intellectual property rights in such Feedback shall belong exclusively to Cyberint and such shall be considered Cyberint's Confidential Information. Customer hereby irrevocably and unconditionally transfers and assigns to Cyberint all intellectual property rights it has in such Feedback.

The Customer shall be the owner of the Deliverables, all subject to its compliance with this Agreement.

9. Mutual Indemnification.

9.1 Indemnification by Cyberint. Cyberint shall indemnify the Customer and its corporate affiliates, directors, officers, employees and subcontractors (the "**Representatives**"), from and against claims, damages, losses, suits, actions, expenses and/or liabilities (including but not limited to reasonable attorneys' fees) in connection with a third party claim alleging that the use of the Service, when used as permitted under this Agreement, infringes the intellectual property rights of a third party ("**Claim**"). If the Service becomes, or in Cyberint's opinion is likely to become, the subject of a Claim, then Cyberint may, at its sole discretion: (a) procure for Customer the right to continue using the Service; (b) replace or modify the Service, without derogating from the functionality of the Service to avoid the Claim; or (c) terminate this Agreement upon written notice to Customer and refund the Customer by Cyberint or Reseller for any prepaid fees on a pro-rata basis for the remaining period of the subscription term.

Notwithstanding the above, Cyberint shall have no responsibility for Claims resulting from or based on: (i) Cyberint's compliance with Customer's instructions or specifications; (ii) combination or use of the Service not in accordance with the Documentation or in violation of applicable laws or regulations; (iii) modifications to Platform and/or its functionalities; or (iv) Customer's breach of this Agreement.

9.2 Indemnification by Customer. Customer shall indemnify Cyberint and its Representatives, from and against claims, damages, losses, suits, actions, expenses and/or liabilities (including but not limited to reasonable attorneys' fees) in connection with a third-party claim resulting from any complaint, claim, allegation, or demand arising in connection with Customer's usage and/or actions associated with the Services and/or Deliverables.

9.3 Indemnification procedure. The mutual indemnification obligations under section 9 are subject to the following preconditions: (i) the indemnified party promptly notifies the indemnifying party in writing of any such third-party claim; and (ii) the indemnifying party is given the sole authority to handle the defense or settlement of any such third-party claim; and (iii) the indemnifying party shall not settle any such third-party claim without receipt of the indemnified party prior written consent.

The above mutual indemnification undertakings are limited to the actual sums the indemnifying party shall be obliged to pay following and pursuant to final judgment given by a competent court following such third-party claim (if and to the extent proven to have been caused by the indemnifying party) or following a settlement agreement approved by the Parties. This indemnification section states the Parties entire liability, and the Parties exclusive remedy for any alleged or actual third-party claims.

10. Limitation of Liability.

10.1 IN NO EVENT SHALL THE PARTIES AND/OR THEIR AFFILIATED COMPANIES, NOR THE OFFICERS, AGENTS OR EMPLOYEES OF ANY OF THE FOREGOING, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST DATA, LOST PROFITS, LOST REVENUE OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM ANY CLAIM OR ACTION UNDER OR RELATED TO THIS AGREEMENT HOWEVER CAUSED AND WHETHER BASED UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO CONTRACT OR TORT (INCLUDING PRODUCTS LIABILITY, STRICT LIABILITY AND NEGLIGENCE), AND WHETHER OR NOT SUCH PARTY WAS OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED HEREIN.

10.2 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE FEES ACTUALLY PAID TO CYBERINT AND/OR THE RESELLER (AS APPLICABLE) IN RESPECT OF THE SERVICE DURING THE 12 MONTHS PRECEDING THE CLAIM (THE "LIABILITY CAP").

THE ABOVE LIABILITY CAP SHALL NOT APPLY TO: (I) VIOLATION OF A PARTY'S INTELLECTUAL PROPERTY UNDERTAKINGS; OR (II) THE PARTIES INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT; OR (III) CUSTOMER PAYMENT OBLIGATIONS; OR (IV) FRAUD OR WILLFUL MISCONDUCT BY EITHER PARTY.

11. Independent Service Provider

Cyberint is and throughout the Term shall be an independent contractor of the Customer. Nothing in this Agreement shall constitute one Party as an employee, agent, joint venture or partner of another. At no time shall the Customer make any commitments or incur any charges or expenses for or in the name of Cyberint or its affiliates.

12. Term and Termination

12.1 This Agreement shall commence upon execution of the Order Form by the applicable Parties and shall continue in effect until all Parties respective obligations regarding all the ordered Services have been fulfilled (hereinafter and above the "Term") unless terminated earlier in accordance with specific terms of the Agreement or Parties written consent or pursuant to Section 12.2 below.

12.2 Either Party may terminate this Agreement and respective Order Form if the other Party has breached any of its obligations, representations or warranties set forth in this Agreement and failed to cure such breach within sixty (60) days from receipt of a written notice thereof (except that for payment defaults, such cure period will be seven (7) days).

12.3 Effect of Termination. Upon expiration or earlier termination of an Order Form for any reason: (a) the subscription and any other rights granted by Cyberint to Customer shall automatically terminate, (b) Customer shall cease all access and use of the Service thereunder, (c) Customer shall (as directed) permanently erase and/or return all Confidential Information of Cyberint in Customer's possession or control, and (d) all outstanding Fees and charges shall become immediately due and payable. The provisions of this Agreement that, by their nature and content, must survive the termination of this Agreement in order to achieve the fundamental purposes of this Agreement (including limitation of liability) shall so survive. Termination shall not affect any rights and obligations accrued as of the effective date of termination.

13. Force Majeure

If the performance by Cyberint of any obligation arising out of or in connection with this Agreement, is prevented, restricted or interfered with by an event of Force Majeure, including but not limited to, war, revolution, civil strife, climatic disturbance, natural disaster, pandemic, acts of public enemies, blockade, embargo, any law, order, proclamation, regulation, ordinance, demand or requirement of any government or any judicial authority or representative of any such government having jurisdiction, or any other act whatsoever, whether similar or dissimilar to those referred to herein, which are beyond the reasonable control of Cyberint, then Cyberint so affected shall, upon giving prior written notice to the Customer, will be excused from any non-performance under this Agreement to the extent of such prevention, restriction or interference, provided Cyberint shall use its best efforts to avoid or remove such cause of non-performance, and shall continue to perform hereunder whenever such cause or causes are removed or avoided.

14. Evaluation Use (applicable only for Proof of Value usage)

If Cyberint grants a potential customer a right to use any part of the Platform on a trial, evaluation, beta, proof-of-concept, or other free-of-charge basis ("Evaluation Use"), then the potential customer may only use the Platform on a temporary basis for the period of time as agreed by Cyberint. If there is no period identified by Cyberint, such use is limited to 14 days. If the potential customer does not cease the Evaluation Use by the end of the trial period, Cyberint will invoice the potential customer for the then-current list price for use of the Platform. Cyberint, in its sole discretion, may stop providing the Evaluation Use at any time, at which point the potential customer will no longer have access to any related data, information, and files and must immediately cease using the Platform. The potential customer acknowledges that during an Evaluation Use, the Platform (or portion thereof) may not have been subject to Cyberint's usual testing and quality assurance processes and may contain bugs, errors, or other issues. Except where agreed to in writing by Cyberint, the Evaluation Use is provided "AS-IS" without technical support or any express or implied warranty or indemnity for any

problems or issues, and Cyberint will not have any liability relating to your Evaluation Use.

15. General Provisions.

15.1 Customer acknowledges that the Service and/or Deliverables are provided on an “as-is” basis. As such, Cyberint cannot guarantee absolute accuracy or comprehensiveness of the output data mentioned in the Deliverables. The Customer assumes all risks related to its use and/or actions and/or lack of actions which are associated to the output data mentioned in the Deliverables, including but not limited to the accuracy, completeness, and reliability of security ratings features, Risk Mitigation Measures and other functionalities related to the Platform and Service. Unless specifically agreed herein, no representation or other affirmation of fact, including statements regarding capacity or suitability for use or performance of the services, whether made by Cyberint’s employees or otherwise, shall be deemed to be a warranty by Cyberint for any purpose, or give rise to any liability of Cyberint whatsoever.

15.2 Notwithstanding anything stated herein to the contrary, all work done, and Service performed by Cyberint for the Customer shall be governed by this Agreement unless and to the extent that the Parties both execute a subsequent agreement expressly stating that certain work and services are not to be governed by this Agreement. Any terms and conditions printed, or linked to, within any Customer’s purchase order (or other comparable purchasing document) which are in addition to and/or inconsistent with the terms and conditions of this Agreement, shall be of no effect.

15.3 Cyberint shall provide support during the Term of this Agreement, as defined in the Order Form, in accordance with the applicable service level agreement available at www.Cyberint-SLA (“SLA”). Unless otherwise specifically indicated in the Order Form, the minimum service level will be provided per the Standard Support, as defined in the SLA.

15.4 The Customer acknowledges and hereby covenants and agrees that without the prior written consent of Cyberint, the Customer will not hire, or make any offer of employment to any person employed or any agent retained by Cyberint: (a) at any time during the term of the Agreement (including any extensions hereof); and (b) for a period of 12 months following the termination thereof.

15.5 This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and interpreted and construed in accordance with the laws of the jurisdiction as shown in the table below, without regard to any conflict of law principles that would apply another law:

Registered location of the Customer	Governing Law	Venue
USA, Canada, Latin America	New York	ICC Arbitration (place of arbitration-NY)
UK	England	London, UK
Singapore	Singapore	SIAC Arbitration (Singapore International Arbitration Centre).
Other	Israel	Tel Aviv, Israel

**Any proceedings shall be conducted in the English language and any arbitration procedure shall be settled by a single arbitrator. Notwithstanding the foregoing, each Party may also seek interim relief in any court of competent jurisdiction.*

15.6 This Agreement (including all the exhibits attached thereto) constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior oral or written presentations, promises, agreements, understandings, negotiations, and discussions, whether oral or written, regarding the subject matter hereof.

15.7 This Agreement shall not be amended, modified or varied, other than by a written instrument executed and signed by both parties and their duly authorized representatives.

15.8 Unless specifically agreed otherwise by the Parties hereto, neither Party shall assign or transfer this Agreement nor any right or obligation herein, without the prior written consent of the other party, and any such prohibited assignment or transfer shall be null and void.

15.9 All notices hereunder will be in writing, addressed to the addresses written in this Agreement, and shall be given by and be deemed received by the other party if sent by: (i) a delivery service, on the date confirmed as the actual date of delivery by such service; (ii) registered air mail, return receipt requested, within five (5) days of mailing; or (iii) e-mail with an electronic written confirmation of receipt, on the next business day after transmission, if not transmitted on a business day, or on the day of transmission, if transmitted on a business day.

15.10 If any provision(s) of this Agreement, shall, to any extent, be held to be invalid, illegal or unenforceable in any given jurisdiction, or any governmental agency or authority shall require the Parties to delete any provision of this Agreement as a condition of validity, legality or enforceability of the remainder of this Agreement in any given jurisdiction, such invalidity, illegality, unenforceability or deletion shall not impair or affect the remaining provisions of this Agreement, or the validity or enforceability of such provision in any other jurisdiction. The parties shall replace any invalid section with a valid one coming economically as close as possible to the invalid one.

15.11 Sections 5, 6, 7, 8, 9, 10, 13 and 15 of this Agreement and any other provision which by its express terms or nature survives beyond the termination or expiration of this Agreement, shall survive the termination or expiration of this Agreement.

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