

Cyberint End-User Subscription License Agreement

THIS LICENSE AGREEMENT (THE "**AGREEMENT**") GOVERNS THE USE OF CYBERINT PROPRIETARY ARGOS EDGE CLOUD-BASED PLATFORM (THE "**PLATFORM**").

THIS AGREEMENT CONSTITUTES A BINDING CONTRACT BETWEEN **CYBERINT TECHNOLOGIES LTD. AND/OR ITS AFFILIATED CORPORATIONS**, AS APPLICABLE ("**WE**", "**US**", "**OUR**" OR "**Cyberint**"), AND YOU – A LEGAL ENTITY (A COMPANY, A PARTNERSHIP, OR ANY OTHER LEGAL ENTITY, HEREINAFTER: "**You**" or the "**Customer**"), IDENTIFIED IN THE PROPOSAL (AS DEFINED BELOW).

1. Definitions.

- 1.1. "**Feedback**" means information or content concerning enhancements, changes or additions to the Platform requested, desired or suggested by the Customer.
- 1.2. "**Fees**" means the license fees and other applicable fees set forth in the Proposal.
- 1.3. "**Intellectual Property Rights**" means all rights, titles and interests evidenced by or embodied in (i) all inventions (regardless of patentability), all patents and patent applications; (ii) all trademarks, trade dress, trade names and service names, whether registered or not; (iii) all copyrightable works, author's moral rights, performance rights and database rights; (iv) all trade secrets; (v) all utility designs and industrial designs; and (vi) all other intangible proprietary right and other similar proprietary, in whatever form or medium, in any jurisdiction worldwide.
- 1.4. "**Marks**" means trademarks, trade names, and logos, whether registered or not.
- 1.5. "**Output Data**" means the reports, alerts, notices and other types of information and data that the Platform may generate.
- 1.6. "**Proposal**" means the proposal, statement of work, work order or price quote issued by Reseller or Cyberint (as applicable), specifying, among others, the Customer's details and the Fees applicable to this Agreement. Such Proposal is incorporated by reference to this Agreement, and constitutes an integral part of it.
- 1.7. "**Reseller**" means the individual or legal entity duly authorized by Cyberint to market, promote and distribute the Platform to you.
- 1.8. "**Service**" means the maintenance and support services set forth in subsections 9.3-9.4.
- 1.9. "**Term**" means the duration of this Agreement, as specified in subsection 8.1.
- 1.10. "**User**" means any Customer employee or such other individual using or accessing the Platform for or on behalf of the Customer.

2. Environment Setup. Subject to the Customer's compliance with all of its obligations under the Agreement, Cyberint and/or Reseller will endeavor to put in place the initial setup and configuration of the Platform in accordance with the scope, terms and environment setup indicated in the Proposal.

3. License. Subject to the terms of this Agreement, the Customer's payment of the applicable Fees and the scope of license set forth in the Proposal, Cyberint hereby grants the Customer a limited, non-exclusive, non-transferable, and non-sublicense-able license, to access and use the Platform during the Term.

4. Obligations.

- 4.1. The Customer assumes sole and exclusive responsibility: (i) for all acts or omissions, that the Customer or others on its behalf engage in, in response to the Output Data; (ii) to thoroughly review the Output Data frequently, check for any alerts or warnings issued by the Platform, address the findings specified in the Output Data and determine what actions are appropriate in light thereof; and (iii) to carry out such actions as the Customer deems appropriate as a result of the Output Data. Cyberint has no responsibility or liability, regarding the Customer's reliance upon, or use of, the Output Data, the Customer's actions or omissions in connection with the Output Data, or any consequences resulting therefrom.

- 4.2. The Customer acknowledges that given the nature of the Platform, the use, operation and performance of the Platform relies on the availability and proper configuration of the IT infrastructure, its network and computers used by Customer and its Users. The Customer acknowledges and agrees that in order to use the Platform, the Customer has to acquire and properly manage and configure such infrastructure, at its own responsibility, cost and expense.
- 4.3. The Customer shall ensure that all Users fully comply with the substantive terms of this Agreement relating to the Platform. The Customer shall be liable to Cyberint for all acts and omissions of Users in connection with the Platform, as though the Customer itself had performed those acts or omissions.

5. Confidentiality.

- 5.1. 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:
- 5.2. 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.
- 5.3. "**Confidential Information**" means all 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, including, without limitation such information regarding the Disclosing Party and/or its Affiliates as: the Proposal and offers, business affairs, operations, products, processes, methodologies, inventions, know how, technical knowledge, trade secrets, market opportunities, suppliers, customers, marketing activities, sales, price calculations, reductions, rebates, market analysis, statistical data, communication, as well as all IP of a Disclosing Party. "Confidential Information" also includes personal data, and any notes, memoranda, compilations, derivative works, data files or other materials prepared by or on behalf of the Disclosing Party that contain or otherwise reflect or refer to Confidential Information of the Disclosing Party.
- 5.4. 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**").
- 5.5. 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. The Receiving Party shall cause its employees, subcontractors and consultants given access to the Confidential Information to keep secret and confidential all Confidential Information of Disclosing Party that is disclosed to them, in accordance with this Section 5. The Receiving Party shall cause its employees, subcontractors and consultants to be bound by provisions of confidentiality that are no less protective than those required under this Agreement. The Receiving Party is liable for any breach of confidentiality by any of its employees, subcontractors or consultants, as applicable.
- 5.6. 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 .

- 5.7. 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.
- 5.8. 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.
- 5.9. 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.

6. Fees.

- 6.1. In consideration of the rights granted to you under this Agreement, you will pay all applicable Fees, for each subscription period during the Term, in accordance with the scope, amounts and payment terms set forth in this Agreement and the Proposal, or as otherwise separately conveyed to you in writing by Cyberint or the Reseller in the form of statement of work, work order, price quote or any other official form. If you have concluded the transaction directly with Cyberint, then you shall remit all such Fees to Cyberint. If you have concluded the transaction with the Reseller, then you shall remit all such Fees to the Reseller. All Fees are quoted in US Dollars, unless expressly stated otherwise.
- 6.2. The applicable periodic subscription Fees are due on the first business day of each subscription period, unless otherwise specified in the Proposal or otherwise agreed upon in writing between you and Cyberint or the Reseller (as applicable).
- 6.3. The Customer will remit payment of Fees by wire transfer according to the wire details conveyed to the Customer or by any other means of payment Cyberint or the Reseller (as applicable) determines from time to time.
- 6.4. All Fees payable pursuant to this Agreement and the Proposal are exclusive of taxes or other governmental charges (including, for example, value-added, sales, use or withholding taxes), wire fees, or transaction charges. The Customer is responsible for the payment of all such applicable taxes or charges and will remit grossed-up payments, to include all such taxes, fees and transaction charges. In the event that Cyberint or the Reseller (as applicable) is legally obligated to collect or deduct taxes, they are entitled to fully invoice the Customer for the corresponding tax. As soon as possible following a request by Cyberint or the Reseller (as applicable), the Customer will provide the taxation documentation necessary for processing the Fees.
- 6.5. Except as otherwise specified herein (i) Fees are based on the subscribed services, and are not dependent on actual usage by the Customer, (ii) payment obligations are non-cancelable and Fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term..
- 6.6. Without derogating from any other rights and remedies available to Cyberint or the Reseller (as applicable) under the applicable law, Fees overdue for more than thirty (30) days will accrue interest at the rate of one and a half percent (1.5%) per month or part thereof, compounded monthly on the linked capital from the due date until the date of actual payment. The Customer agrees to reimburse Cyberint or the Reseller (as applicable) for all legal costs and attorney fees Cyberint or the Reseller (as applicable) incurs in the course of collecting overdue Fees.
- 6.7. Failure to settle any overdue fee within thirty (30) calendar days of its original due date will constitute a material breach of the Agreement.
- 6.8. The Customer may not withhold or set-off any payment from any Fees due to Cyberint or the Reseller (as applicable).

7. Restrictions.

- 7.1. The Customer may not use, or have others use, or provide to third parties, the right to access and/or use the Platform or any part thereof including by reselling, licensing, renting, leasing, transferring, lending, timesharing, assigning or redistributing the Platform access and/or usage rights or any part thereof.
- 7.2. The Customer may not modify, make derivative works of, disassemble, de-compile or reverse engineer any part of the Platform.
- 7.3. The Customer may not use the Platform in order to develop, or create, or permit others to develop or create, a similar or competitive product, software or Platform.
- 7.4. The Customer may not perform or attempt to perform any of the following: (i) breaching the security of the Platform, or identifying any security vulnerabilities thereof; (ii) interfering with, circumventing, manipulating, impairing or disrupting the operation, or the functionality of the Platform; (iii) working around or circumventing any technical limitations in the Platform; or (iv) using any tool to enable features or functionalities that are otherwise disabled, inaccessible or undocumented in the Platform.
- 7.5. The Customer shall not: (i) use the Platform in violation of applicable laws and regulations or for any activity that constitutes, or encourages conduct that would constitute, a criminal offense or give rise to civil liability; (ii) send to or store at the Platform any infringing, obscene, threatening, or otherwise unlawful or tortious material, including material that violates privacy rights. The Customer shall be liable for the acts and omissions of all of its representatives and Affiliates relating to this Agreement.

8. Term and Termination.

- 8.1. This Agreement commences on the start date indicated in the Proposal, and, unless terminated in accordance with the provisions of this section 8 shall remain in full force and effect for an initial subscription period of one year from such start date. Thereafter, the Agreement shall renew automatically for successive one-year subscription periods each time, unless a party notifies the other party in writing of its desire not to renew the Agreement at least sixty (60) days prior to the start of the renewable period.
- 8.2. Either Party may terminate this Agreement 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..
- 8.3. Upon termination of this Agreement for any reason whatsoever, the Customer must cease any and all use of the Platform and cause all other Users of the Customer to cease any and all use of the Platform.
- 8.4. Termination of this Agreement by Cyberint will be, in addition to, and not in lieu of, any equitable or other remedies available to Cyberint.
- 8.5. Any provision of this Agreement, that by its nature ought to survive the termination of this Agreement, including sections 5, 8, 10 and 11 - 14, will so survive and continue to bind in full force and effect following such termination.

9. Platform quality; support and maintenance Service.

- 9.1. Cyberint will use reasonable efforts to have the Platform operate properly. However, as a cloud-based Platform that relies on third party networks, infrastructure, hardware and other software, Cyberint does not guarantee that the Platform will operate in an uninterrupted or error-free manner, or that it will always be available, free from errors or omissions, malfunctions, bugs or failures, including, but not limited to, hardware failures, software failures and communication failures. If Cyberint receives notice of any failure or malfunction, or if Cyberint identifies them by itself, Cyberint will endeavor to regain the Platform's full functionality as soon as practicable, pursuant to the provisions of this section. However, such incidents will not be considered a breach of this Agreement.
- 9.2. The Customer acknowledges that Cyberint may, upon prior notice to the Customer, suspend the operation of the Platform, for periodic maintenance purposes.
- 9.3. During the Term, and subject to the terms and conditions of this Agreement and your full payment of all applicable Fees, we, either directly or with the assistance of the Reseller or other third party, will provide you (a) technical support for questions,

problems and inquiries regarding the Platform; (b) professional assistance and support of its analysts, researchers and other experts, subject to the scope, terms and conditions specified in the Proposal, (c) remediation and other supplementary services; all pursuant to the SLA separately provided to the Customer by Cyberint.

- 9.4. During the Term, and subject to the terms and conditions of this Agreement and your full payment of all applicable Fees, we either directly or with the assistance of the Reseller or other third party, will provide you with such updates to the Platform (which may add to, improve or enhance features and capabilities of the then-current version of the Platform), to the extent that we issue such updates on 'general release' to all customers. We, in our discretion, will determine the frequency and scope of such updates.

10. Intellectual Property.

- 10.1. The Platform is a proprietary product of Cyberint or its licensors, protected under copyright laws and international copyright treaties, patent law, trade secret law and other intellectual property rights of general applicability.
- 10.2. All rights, title and interest, including copyrights, trademarks, trade names, trade secrets and other intellectual property rights, and any goodwill associated therewith, in and to the Platform and any part thereof, including computer code, graphic design, layout and the user interfaces of the Platform, and all derivatives, improvements and variations thereof, whether or not based on or resulting from Feedback, are and will remain at all times, exclusively owned by, or licensed, to Cyberint. Other than the limited use rights expressly granted herein, no other right, title, interest or license in or to any of the foregoing elements regarding the Platform, are granted, sold, transferred, assigned or shared with the Customer.
- 10.3. The Platform may use or include open source software components ("OSS"). To the extent so stipulated by the license that governs each OSS ("OSS License"), each such OSS is subject to its respective OSS License, not this Agreement, and is licensed to you directly by its respective licensor, not sublicensed by us. If, and to the extent, an OSS License requires that this Agreement effectively impose, or incorporate by reference, certain disclaimers, provisions, prohibitions or restrictions, then such disclaimers, provisions, prohibitions or restrictions shall be deemed to be imposed, or incorporated by reference into this Agreement, as required, and shall supersede any conflicting provision of this Agreement, solely with respect to the corresponding OSS which is governed by such OSS License
- 10.4. You grant Cyberint permission to use your Marks on Cyberint's website and in its marketing materials and marketing communications, to indicate that are (or were) Cyberint's customer.
- 10.5. The Customer will not be entitled to any remuneration from us, for our use of the Marks or the Feedback.

11. Disclaimer of Warranty. THE PLATFORM AND THE SERVICE ARE PROVIDED TO THE CUSTOMER "AS IS". CYBERINT DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PLATFORM AND THE SERVICE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, NON-INFRINGEMENT, TITLE, COMPATIBILITY, PERFORMANCE, SECURITY, ACCURACY, OR COMPLETENESS OR CORRECTNESS OF THE OUTPUT DATA. WITHOUT LIMITING THE FOREGOING, CYBERINT SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES THAT THE PLATFORM, THE SERVICE, OR THE OUTPUT DATA WILL MEET THE CUSTOMER'S REQUIREMENTS OR FULFILL ITS NEEDS. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING STATEMENTS REGARDING CAPACITY OR SUITABILITY FOR USE OR PERFORMANCE OF THE PLATFORM OR THE SERVICE, 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.

12. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CYBERINT AND ITS AFFILIATED CORPORATIONS, INCLUDING THEIR EMPLOYEES, DIRECTORS, SHAREHOLDERS, ADVISORS, AND ANYONE ACTING ON THEIR BEHALF, WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, STATUTORY OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGE OR LOSS (INCLUDING LOSS OF PROFIT AND LOSS OF DATA), COSTS, EXPENSES AND PAYMENTS, EITHER IN TORT, CONTRACT, OR IN ANY OTHER FORM

OR THEORY OF LIABILITY, ARISING FROM, OR IN CONNECTION, WITH THIS AGREEMENT, THE PLATFORM OR THE SERVICE, INCLUDING ANY USE OF, OR THE INABILITY TO USE THE PLATFORM; ANY THIRD PARTY HARMFUL ACTS ADVERSELY IMPACTING THE CUSTOMER'S IT SYSTEMS; ANY DAMAGE TO OR LOSS OF DATA; ANY RELIANCE UPON THE OUTPUT DATA; ANY ERROR, INCOMPLETENESS, INCORRECTNESS OR INACCURACY OF THE OUTPUT DATA, OR INABILITY TO PROPERLY RECOVER DATA; OR ANY OTHER FAILURE, ERROR, OR BREAKDOWN IN THE FUNCTION OF THE PLATFORM.

THE TOTAL AND AGGREGATED LIABILITY OF CYBERINT AND ITS AFFILIATED CORPORATIONS, INCLUDING THEIR EMPLOYEES, DIRECTORS, SHAREHOLDERS, ADVISORS, AND ANYONE ACTING ON THEIR BEHALF, TO THE CUSTOMER FOR ANY AND ALL DAMAGES WHATSOEVER ARISING FROM, OR IN CONNECTION, WITH THIS AGREEMENT, THE PLATFORM OR THE SERVICE, SHALL BE LIMITED TO THE FEES THAT THE CUSTOMER ACTUALLY PAID TO CYBERINT OR THE RESELLER (AS APPLICABLE) DURING THE 12 MONTHS PRECEDING THE EVENT PURPORTEDLY GIVING RISE TO THE DAMAGE.

NOTWITHSTANDING THE FOREGOING, CYBERINT'S SOLE LIABILITY AND THE CUSTOMER'S EXCLUSIVE REMEDY, FOR ANY CLAIMS REGARDING THE PLATFORM'S PERFORMANCE, AVAILABILITY, ERRORS OR MALFUNCTIONS, IS THE PERFORMANCE OF CYBERINT'S SERVICE OBLIGATIONS.

13. Indemnity. The Customer shall indemnify and hold harmless Cyberint and anyone acting on Cyberint's behalf, from, and against, any damages, loss, costs, expenses and payments, including reasonable attorney's fees and legal expenses, resulting from any complaint, claim, allegation or demand arising from or in connection with: (a) your breach of this Agreement; or (b) your use of the Platform, or your violation or infringement of any other person's rights committed by using the Platform – in either case, provided that the complaint, claim, allegation or demand would have been avoided but for the use you made of the Platform.

14. Governing Law and Venue.

14.1. North America. If the Customer purchased the subscription to the Platform in North America (USA, Canada), the contracting party to this Agreement, referred to herein as Cyberint is Cyberint Inc., or in case the subscription was purchased from a Reseller situated in North America, and unless otherwise indicated in the Proposal, the substantive laws of the State of New York shall govern this Agreement as though this Agreement was entered into, and was to be entirely performed within, the State of New York. All claims or disputes arising out of or in connection with this Agreement shall be heard exclusively by any of the federal or state court(s) of competent jurisdiction located in the Borough of Manhattan, New York City, NY, USA. To that end, each Party irrevocably consents to the exclusive jurisdiction of, and venue in, such court(s), and waives any (i) objection it may have to any proceedings brought in any such court, (ii) claim that the proceedings have been brought in an inconvenient forum, and (iii) right to object (with respect to such proceedings) that such court does not have jurisdiction over such Party. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

14.2. Outside North America. If the Customer purchased the subscription to the Platform outside North America, then the contracting party to this Agreement, referred to herein as Cyberint is Cyberint Technologies Ltd., or in case the subscription was purchased from a Reseller situated outside North America, and unless otherwise indicated in the Proposal, the laws of the State of Israel shall exclusively govern all issues arising under or relating to this Agreement, without giving effect to the conflict of laws principles thereof. All disputes arising under or relating to this Agreement shall be resolved exclusively in the competent courts in Tel Aviv, Israel.

14.3. Injunctive Remedies. Notwithstanding any other provision to the contrary, Cyberint will always have the right, at its sole and absolute discretion, to file a claim or application for injunctive remedies against the Customer, in the competent courts of the jurisdiction in which the Customer's domicile is, according to the governing law in such jurisdiction, without reference to the other provisions in this "Governing Law and Venue" section.

15. **Assignment.** The Customer may not assign the Agreement without Cyberint's prior written consent, which shall not be unreasonably withheld. Any purported assignment without Cyberint's prior written consent is void. Cyberint may assign and delegate this Agreement in its entirety, including all right, duties, liabilities, performance and obligations herein, upon notice to the Customer and without obtaining the Customer's specific consent, to a third-party, upon reorganization, and/or a merger, acquisition, change of control or the sale of all or substantially all of Cyberint's equity or assets. By virtue of such assignment, the assignee assumes Cyberint's stead, including all right, duties, liabilities, performance and obligations, and Cyberint shall be irrevocably released from the same.
16. **Subcontracting.** Cyberint may subcontract or delegate the performance of its obligations under the Agreement, the exercise of its rights under the Agreement, or the provision of the Service (or any part thereof), to any third party of its choosing, including affiliated corporations. The Customer acknowledges and agrees that the technical means by which Cyberint supplies the Platform or the Service is at Cyberint's sole discretion.
17. **Force Majeure**

If the performance by Cyberint and/or the Reseller 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 and/or the Reseller, then Cyberint and/or the Reseller 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 and/or the Reseller 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.
18. **Complete Terms and Severability.** This Agreement, including the Proposal, constitutes the entire and complete agreement between the Customer and Cyberint concerning the subject matter herein. This Agreement, including the Proposal, supersedes all prior oral or written statements, understandings, negotiations and representations with respect to the subject matter herein. If any provision of this Agreement is held invalid or unenforceable, that provision shall be construed in a manner consistent with the applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining provisions will remain in full force and effect. This Agreement may be modified or amended only in writing, signed by the duly authorized representatives of both parties.
19. **No waiver.** Neither party will, by mere lapse of time, without giving express notice thereof, be deemed to have waived any breach, by the other party, of any terms or provisions of this Agreement. The waiver, by either party, of any such breach, will not be construed as a waiver of subsequent breaches or as a continuing waiver of such breach.
20. **Changes to the Agreement.** From time to time, we may change the Agreement, by providing you notice of such changes and seeking your consent to them. In any event, we will seek your consent to any increase in the applicable Fees, before we bill you for a newly priced subscription Fee. If you do not consent to the amended Agreement or new subscription Fees, we may terminate this Agreement as set out in section 8.1.