

CyberCure - SERVICE AGREEMENT

THIS SERVICE AGREEMENT (THE "**AGREEMENT**") GOVERNS THE USE OF CyberCure'S CYBER INTELLIGENCE SERVICE (THE "**SERVICE**"). IT CONSTITUTES A BINDING CONTRACT BETWEEN CyberCure and you.

If you are acting on behalf of the Organization to acquire a right to use the Service, then you represent and warrant that you are duly authorized to enter into this Agreement on behalf of the Organization and that you have the proper authority to legally bind the Organization by this Agreement.

If you are an individual, you may not use the Service if you are under 21 years of age.

1. DEFINITIONS

- 1.1. "**Documentation**" means all explanatory and descriptive materials associated with the Service, such as user guides, technical instructions and FAQs, as CyberCure may provide the Organization from time to time.
- 1.2. "**Fees**" means the fees, charges and payments set forth in the Order Form.
- 1.3. "**Marks**" means trademarks, service marks and logos, whether registered or not.
- 1.4. "**Order Form**" means a fully filled out and duly executed Service order form, incorporated by reference hereto, and constituting an integral part hereof, prescribing, among others, the Organization's details, the applicable Service level and the Fees applicable to this Agreement.
- 1.5. "**Organization Data**" means any of the Organization's proprietary, confidential and/or personal data which was provided to CyberCure by the Organization.
- 1.6. "**Term**" means the period prescribed in sub-sections 6.1 - 6.2 below, or as explicitly agreed by the parties in the Order Form.

2. INTERPRETATION

The term "including" means including, but not limited to, and without limitation, to the generality of the preceding phrase. All examples in the Agreement and all "i.e." and "such as" notations, indicate an illustration, by way of example only, of the preceding phrase, without limiting its generality. Terms defined in the Order Form shall have the same meaning as defined there.

3. USE OF THE SERVICE

- 3.1. CyberCure is an information security research company. We have developed a highly flexible system that is able to monitor and predict threats and cyber-attacks around the internet. The Documentation and any other data processed and generated by the Service will be jointly referred to as the "**Processed Data**".
- 3.2. Subject to the terms of this Agreement and the Service's technical restrictions and limitations, we grant you a limited, non-exclusive, revocable and non-transferable right, during the Term of this Agreement, to use the Service and the Processed Data, only internally, within the Organization's internal business operations, including its IT and data security activities or personal use if the license is for home user.
- 3.3. You acknowledge and agree that the Processed Data is derived from underlying information collected from various sources that we do not always control. We make no representation or judgment, and provide no opinion, about the accuracy, adequacy, completeness, credibility, authenticity, validity or integrity of such Processed Data.
- 3.4. **The Organization assumes sole and exclusive responsibility: (i) for all acts or omissions, that the Organization or others on its behalf engage in, in response to the Processed Data; (ii) to thoroughly review the Processed Data, address the findings specified in such Data and determine what actions are appropriate in light thereof; and (iii) to carry out such actions as the Organization deems appropriate as a result of its review of the Processed Data.**

CyberCure WILL HAVE NO RESPONSIBILITY OR LIABILITY REGARDING THE ORGANIZATION'S RELIANCE UPON, OR USE OF, THE PROCESSED DATA, THE ORGANIZATION'S ACTIONS OR OMISSIONS IN CONNECTION WITH THE PROCESSED DATA, OR ANY CONSEQUENCES RESULTING THEREFROM.

4. RESTRICTIONS

- 4.1. Except as expressly provided herein, you may not use, or have others use, or provide to third parties, the Service, the Processed Data or any part thereof, including by reselling, licensing, renting, leasing, transferring, lending, assigning or redistributing the Service, the Processed Data or any part thereof.
- 4.2. You may not use the Service or the Processed Data in order to develop, or create, or permit others to develop or create, a product or service similar or competitive to the Service.
- 4.3. You may not perform or attempt to perform any of the following in connection with the Service, or any part thereof: **(i)** breach the security of the Service, identify, probe or scan any security vulnerabilities in the Service, accessing Processed Data not intended for the Organization, or access an account module or other connected device which the Organization is not authorized to access; **(ii)** interfere with, circumvent, manipulate, overload, impair or disrupt the operation, or the functionality of the Service; **(iii)** work around or circumvent any technical limitations in the Service; **(iv)** use any tool to enable features or functionalities that are otherwise disabled, inaccessible or undocumented in the Service; **(v)** impersonate any person or entity, or make any false statements pertaining to your identity; **(vi)** collect or process information or data about the Service's users; **(vii)** use the Service in a scope or in a manner that may adversely impact the availability, stability or responsiveness of the Service; **(viii)** send any virus, worm, Trojan horse or other malicious or harmful code or attachment; **(ix)** use robots, crawlers and similar applications to scrape, harvest, collect or compile content from or through the Service.
- 4.4. YOU MAY NOT USE THE SERVICE OR THE PROCESSED DATA: (A) FOR ANY ACTIVITY THAT CONSTITUTES, OR ENCOURAGES CONDUCT THAT WOULD CONSTITUTE A CRIMINAL OFFENSE, GIVE RISE TO CIVIL LIABILITY OR OTHERWISE VIOLATE ANY APPLICABLE LAW, INCLUDING LAWS RELATED TO EXPORT CONTROL, SPAMMING, PRIVACY, INTELLECTUAL PROPERTY, COMPUTER ACCESS, CONSUMER AND CHILD PROTECTION, OBSCENITY OR DEFAMATION; OR (B) IN ANY MANNER THAT IS HARMFUL, THREATENING, ABUSIVE, HARASSING, TORTIOUS, DEFAMATORY, VULGAR, OBSCENE, LIBELOUS OR SIMILARLY OFFENSIVE.
- 4.5. Your access and use of the Service may be authenticated by a username and password. From time to time, we may establish and require additional or different means of identification and authentication. You are solely responsible for maintaining the confidentiality of your account username and password. We recommend that you change your password periodically. You assume full responsibility for your failure to maintain your account username and password confidential and for all consequences resulting therefrom.

5. FEES

- 5.1. In consideration of the rights granted to you under this Agreement, you will pay CyberCure all recurring subscription Fees during the Term of the Agreement, in accordance with the service levels, schemes, amounts, periods and payment terms set forth in this Agreement and the Order Form. Each then-current subscription period and its applicable Fees shall automatically renew, unless this Agreement is terminated in accordance with section 6 below.
- 5.2. All Fees are quoted in US Dollars, unless expressly stated otherwise.
- 5.3. The applicable periodic subscription Fee is due on the first business day of the then-current subscription period. Payment shall be effected by wire transfer to CyberCure's bank account, according to the details we convey to you or by any other means of payment we determine from time to time.
- 5.4. All amounts payable to CyberCure, pursuant to this Agreement and the Order Form, are exclusive of any excise, sales tax, VAT, withholding tax or any other governmental charges or transaction charges. The Organization is responsible for the payment of all such applicable taxes or charges

and will remit grossed-up payments, to CyberCure, to include all such taxes and transaction charges, except for any taxes based solely on CyberCure's net income.

- 5.5. All Fees paid by the Organization are non-refundable, unless as expressly provided otherwise in this Agreement. The Organization is responsible for paying all applicable Fees, whether or not it has actively used the Service.
- 5.6. Without derogating from any other rights and remedies available to us under the applicable law, overdue fees will accrue interest at the rate of three-quarters of one percent (0.75%) per month or any part thereof, cumulative monthly on the linked capital from the due date until the date of actual payment. The Organization agrees to reimburse us for all legal costs and attorney fees we incur in the course of collecting its overdue fees.

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. TERM AND TERMINATION

- 6.1. This Agreement commences on the later date indicated in the Order Form, and shall continue until terminated by either party, through a thirty (60) day, prior, written notice, to the other party.
- 6.2. Either party may terminate this Agreement: **(a)** immediately upon written notice to the other party, if the other party materially breaches this Agreement; **(b)** upon a thirty (30) day, prior, written notice of breach, to the other party, if the other party non-materially breaches this Agreement, and failed to cure the breach, within the prior notice period; or **(c)** if the terminating party is required to do so by law.
- 6.3. Upon termination of this Agreement: **(a)** we will terminate the Organization's access to the Service, its ability to use it, and permanently delete the Organization's Service account; and **(b)** you must cease any and all use of the Service.
- 6.4. Termination of this Agreement by us will be, in addition to, and not in lieu of, any equitable or other remedies available to us.
- 6.5. Sections 6, 7, 11 and 13-16 of this Agreement will survive any termination or expiration of this Agreement.

7. CONFIDENTIALITY AND PRIVACY

- 7.1. Your Organization Data will be, and remain, as between you and us, your sole and exclusive property.
- 7.2. The Service may collect and store Organization Data. Organization Data may include personal data such as names of the Organization's employees or anyone acting on its behalf. You acknowledge and agree that we will use your Organization Data for the following purposes only:
 - 7.2.1. To provide you with the Service, improve and customize your experience with the Service, provide you with support, handle your inquiries, send you Service related information, and conduct surveys; and
 - 7.2.2. To collect Fees, to conduct administrative activities necessary to maintain and provide the Service, enforce this Agreement, take any action in any case of dispute, or legal proceeding of any kind involving you, with respect to the Service, and prevent fraud, misappropriation, infringements, identity theft and other illegal activities and misuse of the Service; and
 - 7.2.3. If we are required, or we reasonably believe that we are required, by law, to share or disclose the Organization Data, or if such sharing or disclosure is required pursuant to a subpoena, order, or decree, issued by a competent judicial or administrative authority, provided that, to the extent legally permitted, we will give the Organization prompt notice of the requirement prior to such disclosure, to allow the Organization, at its

exclusive cost and expense, to intervene and protect its interests in the Organization Data, should the Organization so desire.

- 7.3. You acknowledge and agree that we may use de-identified data derived from your Organization Data, which neither identifies the Organization, nor any data subject, in order to conduct analyses of information-security issues. We may use such analyses for any purpose, including commercial purposes. You will not be entitled to any remuneration from us, for our use of such de-identified data or analyses.
- 7.4. The Organization represents and warrants that it has obtained all permissions and consents (including consent of data subjects), as may be necessary under the applicable law (including privacy laws), rules, regulations, contracts, industry standards or agreements, in order to allow us to lawfully access and use the Organization Data in the manners prescribed in this Agreement.
- 7.5. We will maintain the confidentiality of the Organization Data that we are exposed to. We will not use or disclose, or have the Organization Data used, disclosed, except as described above, or subject to your express, prior, written permission. We will take precautions to maintain the confidentiality of the Organization Data.

8. SERVICE QUALITY, SECURITY AND AVAILABILITY

- 8.1. We will use reasonable efforts to operate the Service efficiently, and make it available at all times. However, as it is a service that relies on network, infrastructure, hardware and software, partly managed and operated by third party providers, we do not warrant that the Service 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 software communication failures. If we receive notice of any failure or malfunction, or if we identify them by ourselves, we endeavor to regain the Service's full availability as soon as practicable. However, such incidents will not be considered a breach of this Agreement, and we shall be excused from the performance of our obligations under this Agreement, insofar as the performance is prevented, or interfered with, due to acts by third parties, or conditions beyond our reasonable control.
- 8.2. You acknowledge that we may suspend the provision of the Service, in whole, or in part, for all customers, or for certain customers, for periodic maintenance purposes ("**Downtime**"). We will make efforts to provide you with a Downtime notice, if possible – prior to the commencement of the Downtime period, but will have no liability for failing to do so.
- 8.3. WE MAY EMPLOY TECHNOLOGICAL MEASURES TO DETECT AND PREVENT FRAUDULENT OR ABUSIVE USE OF THE SERVICE. WE MAY TERMINATE YOUR ACCOUNT WITHOUT PRIOR NOTICE AND AT OUR SOLE DISCRETION, IF WE DEEM YOUR USE OF THE SERVICE TO BE FRAUDULENT OR ABUSIVE.

9. SUPPORT AND MAINTENANCE

- 9.1. During the Term, and subject to the terms and conditions of this agreement, and your full and timely payment to CyberCure of all applicable Fees, we will provide you technical support for questions, problems and inquiries regarding the Service, pursuant to the support scheme, hours and channels set forth on our website. We will endeavor to respond to support requests within a reasonable time, and provide a reasonable resolution to your question, problem or inquiry.
- 9.2. We will endeavor to provide you with bug fixes for Service errors, bugs or malfunctions that you report, as soon as practicable, provided we are able to reproduce the error, bug or malfunction in question. You agree to cooperate, and work closely, with CyberCure to reproduce errors, bugs or malfunctions, including conducting diagnostic or troubleshooting activities, as we reasonably request.

10. MODIFICATIONS TO THE SERVICE

We may, without being obligated to provide advance notice, modify, adapt, improve, or enhance the Service, or any of its features, user interface, design or any other aspect related to it. Except as expressly provided otherwise in this Agreement, you will have no claim, complaint, or demand against us for applying such modifications or for failures incidental to such modifications. If we enhance the Service to

include new or additional features or capabilities, we reserve the right to amend this Agreement and/or the applicable Fees, and obtain your assent to such amendments. If you do not agree to the amendments in their entirety, we reserve the right to terminate this Agreement pursuant to sub-section 6.1 above.

11. INTELLECTUAL PROPERTY

- 11.1. All rights, title and interest, including copyrights, trademarks, trade names, service marks, trade secrets and other intellectual property rights, and any goodwill associated therewith, in and to the Service or any part thereof, including the Processed Data, computer code, graphic design, layout and the user interfaces of the Service, and all derivatives, improvements and variations thereof, excluding any Organization Data, are and will remain at all times, owned by, or licensed, to us. Other than what is expressly granted by this Agreement, this Agreement does not grant you any other rights to patents, copyrights, trademarks (whether registered or unregistered), trade names, trade secrets, domain names or any other rights, functions, licenses, or content with respect to, or in connection with, the Service.
- 11.2. You may not copy, distribute, display publicly, sublicense, decompile, disassemble, reduce to human readable form, execute publicly, make available to the public, adapt, make commercial use of, process, translate, sell, lease, rent, reverse engineer, modify or create derivative works of, the Service, or any part thereof, in any way, or by any means.
- 11.3. You grant us permission to use the Organization's Marks on our website and in our marketing material, to indicate that you are our customer, for reasonable marketing purposes only.

12. WARRANTY

- 12.1. SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND YOUR FULL AND TIMELY PAYMENT TO CyberCure OF ALL APPLICABLE FEES, CyberCure WARRANTS TO YOU, ONLY THAT THE SERVICE WILL PERFORM SUBSTANTIALLY IN ACCORDANCE WITH THE DOCUMENTATION AND/OR AS PROVIDED IN THE ORDER FORM. NON-SUBSTANTIAL VARIATIONS OF PERFORMANCE FROM THE DOCUMENTATION AND/OR THE ORDER FORM DOES NOT ESTABLISH A WARRANTY RIGHT. YOUR EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY UNDER THIS LIMITED WARRANTY SHALL BE AS FOLLOWS: WE SHALL REPAIR THE SERVICE, OR PROVIDE A WORKAROUND, TO MAKE IT PERFORM SUBSTANTIALLY IN ACCORDANCE WITH THE DOCUMENTATION AND/OR THE ORDER FORM, SUBJECT TO OUR SUPPORT AND MAINTENANCE OBLIGATIONS SET FORTH IN SECTION 9 ABOVE.
- 12.2. THE EXPRESS WARRANTY SET FORTH ABOVE CONSTITUTES THE ONLY WARRANTY WITH RESPECT TO THE SERVICE. WE MAKE, AND YOU RECEIVE, NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE. THE SERVICE IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. CyberCure DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, NON-INFRINGEMENT, TITLE, COMPATIBILITY, PERFORMANCE, SECURITY OR ACCURACY. YOU AGREE AND ACKNOWLEDGE THAT THE USE OF THE SERVICE IS ENTIRELY, OR AT THE MAXIMUM PERMITTED BY THE APPLICABLE LAW, AT YOUR OWN RISK. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING STATEMENTS REGARDING CAPACITY OR SUITABILITY FOR USE OR PERFORMANCE OF SERVICE, WHETHER MADE BY OUR EMPLOYEES OR OTHERWISE, SHALL BE DEEMED TO BE A WARRANTY BY US FOR ANY PURPOSE, OR GIVE RISE TO ANY LIABILITY OF CyberCure WHATSOEVER.

13. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW, WE, INCLUDING OUR EMPLOYEES, DIRECTORS, SHAREHOLDERS, ADVISORS, AND ANYONE ACTING ON OUR BEHALF, WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES 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, INCLUDING ANY USE OF, OR THE INABILITY TO USE THE SERVICE; ANY DAMAGE TO OR LOSS OF DATA; ANY FAILURE, ERROR, OR BREAKDOWN IN THE FUNCTION OF THE SERVICE; ANY DENIAL OR CANCELLATION OF YOUR ACCOUNT; ANY FAULT OR ERROR MADE BY OUR STAFF, OR ANYONE ACTING ON OUR BEHALF; ANY ERROR, INCOMPLETENESS AND INCORRECTNESS. IN

ANY EVENT, OUR TOTAL AND AGGREGATE LIABILITY FOR DIRECT DAMAGES SHALL BE LIMITED TO THE FEES YOU HAVE ACTUALLY PAID US IN THE THREE MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

14. EXCLUSIONS

Notwithstanding anything herein to the contrary, we will be fully released from our obligations and liability to you, in any of the following events:

- 14.1. You have neglected to properly respond to, address, and handle alerts or warnings issued by the Service;
- 14.2. You have misused the Service, or improperly used it, in a manner prohibited by this Agreement or the Documentation;
- 14.3. The Service has been damaged or compromised by causes beyond our control.

15. INDEMNITY

You agree to indemnify, defend and hold harmless CyberCure, its managers, directors, shareholders, employees, sub-contractors, agents and anyone acting on their behalf, at your own expense, from, and against, any damages, loss, costs, expenses and payments, including reasonable attorney's fees and legal expenses, resulting from any complaint, claim, or demand arising from, or in connection with, your use of the Service, your breach of this Agreement, or any other rules or regulations applicable to the Service, or your violation or infringement of any other person's rights committed by using the Service.

16. GOVERNING LAW AND JURISDICTION

This Agreement, the Service, and any claim, cause of action or dispute arising out of, or related thereto, will be governed solely by the laws of the State of Israel, regardless of your country of origin or where you access the Service from, without giving effect to any conflict of law principles, which would result in the application of the laws of a jurisdiction other than the State of Israel. Any dispute, claim or controversy arising out of, connected with, or relating to this Agreement, the Service, or any use related thereto, will be under the sole and exclusive jurisdiction of the competent court in the Tel Aviv district of Israel.

17. ASSIGNMENT

You may not assign or transfer any rights you have, arising from this Agreement, or in connection with the Service, without our prior written consent. Any assignment or transfer of your rights under this Agreement, contrary to the above, will be null and void. In the event of a merger or acquisition of CyberCure with a third party, we may assign this Agreement, and our rights and obligations in relation to the Service, to that third party, provided that the third party undertakes our obligations to you under this Agreement.

18. COMPLETE TERMS

This Agreement, including our Order Form, constitutes the entire and complete agreement between you and us concerning any use of, or in connection with, the Service. This Agreement supersedes all prior oral or written statements, understandings, negotiations and representations with respect to the subject matter herein.

The Agreement does not, in any way, create a partnership, joint venture, employment relationship, franchise, agency or any other similar relationship between CyberCure and you, and nothing in the Agreement will be interpreted or construed as creating or establishing any such relationship.

19. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable, that provision must 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.

20. 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.