CYBERBIT END USER LICENSE AGREEMENT

This End User License Agreement (this "Agreement") is between You and Cyberbit (each a Party).

BY CLICKING ON THE "YES" BUTTON BELOW, BY INSTALLING AND/OR USING THE PRODUCT, OR BY ENTERING INTO A PURCHASE ORDER, YOU WARRANT AND REPRESENT THAT: (1) YOU HAVE THE CAPACITY AND AUTHORITY TO BIND YOURSELF AND/OR THE ENTITY ON WHOSE BEHALF YOU ARE ACTING, AS THE CASE MAY BE, TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND; (2) THAT YOU HAVE READ ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, UNDERSTAND THEM, AND AGREE THEY ARE BINDING UPON YOURSELF AND/OR THE ENTITY ON WHOSE BEHALF YOU ARE ACTING, AS THE CASE MAY BE.

IF YOU DO NOT OR CANNOT AGREE WITH ALL THE TERMS OF THIS AGREEMENT, CLICK THE "NO" BUTTON BELOW AND RETURN THE PRODUCT(S) TO CYBERBIT WITHIN FIVE (5) BUSINESS DAYS, WITH THE ORIGINAL PACKAGE AND THE PROOF OF PAYMENT TO THE PLACE YOU OBTAINED IT FOR A FULL REFUND. WRITTEN APPROVAL IS NOT A PREREQUISITE TO THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT AND NO SOLICITATION OF ANY SUCH WRITTEN APPROVAL BY OR ON YOUR BEHALF SHALL BE CONSTRUED AS AN INFERENCE TO THE CONTRARY.

YOU UNDERSTAND AND AGREE THAT NO RESELLER OR DISTRIBUTOR OF PRODUCT(S) IS: (1) AN AGENT OF CYBERBIT; (2) AUTHORIZED TO PROVIDE ANY WARRANTIES (STATUTORY OR OTHERWISE) OR REPRESENTATIONS ON BEHALF OF CYBERBIT; OR (3) AUTHORIZED TO MODIFY OR TO AMEND ANY PROVISIONS OF THIS AGREEMENT.

1. DEFINITIONS

1.1.   "Affiliate" means, with respect to either Party, any entity that directly, or through one or more intermediaries, Controls, is Controlled by, or is under common control with a Party, where "Control" means the ownership of at least fifty percent (50%) of such company's or entity's share capital or the power to direct or cause the direction of the management of such company or entity, through contract, ownership of securities, or otherwise;

1.2.   "Confidential Information" means all information disclosed by Cyberbit to You hereunder or otherwise in connection with a Product, Software, or Documentation, excluding however information which is in the public domain, through no action or omission by You, and all results of Your evaluation with respect to an Evaluation License.

1.3.   "COTs" means commercial off the shelf hardware and/or software, which you may order under a Purchase Order, together with Cyberbit's Products.

1.4.   "Cyberbit" means Cyberbit Ltd. (incorporated under the laws of Israel) or Cyberbit, Inc., (incorporated under the laws of Delaware, USA) or Cyberbit Singapore Pte. Ltd. (incorporated under the laws of Singapore), or Cyberbit India Private Limited (incorporated under the laws of India) as further detailed in the section entitled "Contracting Party, Governing Law and Jurisdiction" below.

1.5.   "Documentation" means any technical manuals, instructions, user information, user manual, training materials, product description(s) and any and all other materials and documentation that accompany a Product, Services or are otherwise provided by Cyberbit, as may be provided or updated from time to time by Cyberbit.

1.6.   "Intellectual Property Rights" means patents, copyrights and related rights, trademarks, trade names, domain names and trade dress and the goodwill associated therewith, know-how, unpatented inventions, invention disclosures whether or not reduced to tangible form, trade secrets and other intellectual property rights of whatever nature, which relate to the Products or Software, Documentation regardless of whether or not each of the above is patentable, copyrightable or protectable, and regardless of whether or not each of the above has been registered as a patent, copyright, trademark or protected in any other form, and regardless of whether or not each of the above constitutes a commercial or professional secret, and including all applications and rights to apply for such rights and/or similar or equivalent rights or forms of protection subsisting now or in the future, worldwide.

1.7.   "License" means any license granted in accordance with and subject to the terms and conditions

of the section entitled "License" below.

1.8.   "License Scope" shall have the meaning ascribed to in the section entitled "License Scope" below.

1.9.   "Person" means any individual, firm, corporation (including non-profit corporation), partnership, company, estate, unincorporated organization, limited liability company, division, trust, joint venture, association, government, governmental entity or agency, or other entity or organization.

1.10.   "Product(s)" means Cyberbit's product(s) which are provided to You, and which consist of Cyberbit's computer programs in object, source or executable form (hereinafter, "Software"), as described in the applicable product description.

1.11.   "Purchase(d)" means to acquire a license to use a Product under the terms and conditions of this Agreement and a valid Purchase Order, and/or to acquire a right to receive services under the SLA (as defined below). Under no conditions shall the term "Purchase" be construed as a transfer or assignment of any copyrights to You.

1.12.   "Purchase Order" means an applicable agreement or purchase order for Purchasing (inter alia) the Products and/or associated services, whether the Purchase Order is directly between You and Cyberbit or whether between You and Cyberbit's distributor or reseller.

1.13.   "SLA" means the Service Level Agreement available at Cyberbit's website: (https://www.cyberbit.com/support/).

1.14.   "You" means an entity on whose behalf an individual is acting, or an individual acting on its own behalf, as the case may be.

1.15.   "Your" means belonging to or associated with You.

2.   LICENSE

2.1.   License. Subject to the terms and conditions of this Agreement, full payment of the applicable price in the Purchase Order, and solely as provided for in connection with a License Scope for a Product, Cyberbit hereby grants You a non-exclusive, non-transferable, non-assignable, revocable license under an applicable License Scope to use said Product and any related Documentation during the Term, in the territory defined in the Purchase Order ("Territory"), solely for Your internal use and in the ordinary course of Your business. For the avoidance of doubt, if you Purchased the CYBERBIT Range then the ordinary course of your business would include using the CYBERBIT Range for providing courses to Trainees. If You entered into an agreement with Cyberbit for providing managed software security services ("MSSP" and "MSSP Agreement" respectively) you will be entitled to provide MSSP to Your customers in accordance with the provisions of the MSSP Agreement.

2.2.   License Scope. "License Scope" means one or more of the following:

2.2.1.   In the event You Purchased the "CYBERBIT EDR" Product or any other end point detection and response product, it's Agents may be installed and used only up to the number of End Points and servers as detailed in the Purchase Order. All installed Agents must be activated in the CYBERBIT EDR server. Any Agents that are activated in the CYBERBIT EDR server, beyond the number of Agents purchased by You under the Purchase Order are outside the Scope of License and are unauthorized by Cyberbit. "Agents" means installations of the Cyberbit EDR endpoint Software. "End Point(s)" means end points and work stations including without limitation any desktops, laptops, nodes. In the event that an End Point and/or server is divided into several virtual machines or virtual servers (as the case may be), then each such virtual machine shall require a separate Agent;

2.2.2.   In the event You Purchased the "CYBERBIT SOC 3D" Product or any other Cyberbit SOC automation, orchestration, mitigation and response product, then all of the following parameters shall be limited to the quantities You purchased in the Purchase Order: (i) the maximum number of Operators or Viewers using the Product, where "Operator" means a user which is registered in the SOC 3D application server and can use and operate the SOC 3D Software and "Viewer" means a user which is registered in the SOC 3D application server and can only view the SOC 3D Software, but not operate it; and (ii) the maximum number of Tenants for

which You may use the SOC3D, where "Tenant" means: (a) You and any internal customers separately using the SOC3D; and (b) if you are a MSSP, then any customer of Yours whose network is connected to and processed by Cyberbit's SOC3D. For the avoidance of doubt, all individuals which use the CYBERBIT SOC 3D must be registered as Operators in the CYBERBIT SOC 3D application server and all individuals which view (and not use) the CYBERBIT SOC 3D must be registered as Viewers in the CYBERBIT SOC 3D application server. Any individual that is not so registered, may not use the SOC 3D Product and is unauthorized by Cyberbit. Any Tenants that are monitored by the CYBERBIT SOC 3D beyond the number of Tenants detailed in the Purchase Order are outside the Scope of License and are unauthorized by Cyberbit;

2.2.3.   In the event You Purchased the "CYBERBIT SCADAShield" or "SCADShield Mobile" Product or any CYBERBIT SCADA intrusion detection system, then the maximum number of Assets which the SCADAShield monitors shall be limited to the quantities You purchased in the Purchase Order. "Asset" means a physical or virtual device that is part of the network monitored by the SCADAShield which communicates with other physical or virtual devices by sending either IT (information technology) or OT (operational technology) traffic. By way of example, an Asset may be (but is not limited to) a PLC, IED, RTU, HMI, gateway, server or any other host. Any Assets that are monitored by the CYBERBIT SCADAShield, beyond the number of Assets detailed in the Purchase Order are outside the Scope of License and are unauthorized by Cyberbit; and

2.2.4.   In the event You Purchased the "CYBERBIT Range" Product, then all of the following parameters shall be limited to the quantities You purchased in the Purchase Order: (i) the maximum number of Sessions that You may operate; (ii) the maximum number of Trainees that may train in each Session; (iii) the number and type of attacking scenarios that are provided as part of the Product; and (iv) additional modules that may be provided as part of the Product. Any number in excess thereof is not permitted, is outside of the License Scope and unauthorized by Cyberbit. Sessions may be operated either in a physical or virtual environment, or a combination of physical and virtual environments, provided however, that the total amount of Sessions and Trainees participating in each Session (respectively) operating simultaneously will not exceed the amount of Sessions and Trainees (respectively) which You Purchased under the Purchase Order. A physical class of training stations will be located only within the Territory while Trainees of virtual Sessions may be located outside of the Territory. "Session" means a single training session, whether conducted in a physical or virtual environment, in which You may utilize the Cyberbit Range and/or any of its respective Documentation, or any part thereof to train Trainees. "Trainee(s)" means an individual person which receives training utilizing the Cyberbit Range.

2.2.5.   In the event Cyberbit enables You to remotely access the "CYBERBIT Range" and further provides You with such remote access, then Cyberbit makes limited guarantees as to host server reachability and operability within the control of Cyberbit, with such host server reachability and operability collectively known as "Uptime." With respect to such Uptime, Cyberbit guarantees a 95% Uptime per month, excluding issues caused by third-parties such as (but not limited to) network outages, power outages, usage surges, usage spikes, virus attacks, denial of service attacks, and the like. For the avoidance of doubt, the provisions of the preceding paragraph shall also apply to any remote access of the "CYBERBIT Range".

2.3.   Evaluation License. If the Product is provided to You for evaluation purposes, then Cyberbit grants to You a non-exclusive, non-transferable, non-assignable, revocable license, to use the Product solely for internal evaluation only ("Evaluation License"). The Evaluation License shall terminate and thus be revoked upon the later of: (i) on the end of the evaluation period, to the extent defined in an evaluation agreement or evaluation form signed in connection with the Evaluation License, or; (ii) thirty (30) days from the date of Your initial installation of the Product, if no such evaluation period is pre-determined or no evaluation agreement is entered into ("Evaluation Period"). In addition, Cyberbit may terminate and revoke the Evaluation License at any time by written notice of immediate effect. The Product may contain an automatic disabling mechanism that prevents its use after a certain period of time. The provisions of the section entitled "Consequences of Termination or Expiration" shall apply upon expiration of the Evaluation Period. All other terms and conditions of this Agreement shall apply to Your evaluation of the Product, unless otherwise stated herein or in the evaluation agreement or form.

2.3.1.   Disclaimer of Warranty for Evaluation License. ANY EVALUATION LICENSE IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY. SUBJECT TO THE REQUIREMENTS AND LIMITATIONS, IF ANY,

OF APPLICABLE LAW, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, SATISFACTION AND MERCHANTABILITY   NOT APPLY. THE ENTIRE RISK AS TO THE PERFORMANCE OF THE CYBERBIT SOFTWARE IS BORNE BY YOU. YOUR SOLE RECOURSE IN THE EVENT OF ANY DISSATISFACTION WITH THE CYBERBIT SOFTWARE IS TO STOP USING IT. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

2.3.2. Evaluation License Indemnification: You will defend, indemnify and hold Cyberbit, its Affiliates and Licensors harmless from any and all claims, damages, and losses, whether direct, indirect, or consequential, including all legal fees and expenses, arising from or in connection to claims brought by any third party relating to Your use of the Software pursuant to the Evaluation License.

3. LICENSE RESTRICTIONS

3.1. Prohibited Activities. Without Cyberbit's express prior written consent in each case, You will not, nor will you direct or allow any third party to: (i) transfer, assign, rent, lease, distribute, loan, export, or sublicense the Product to any Person; (ii) engage in rental, timesharing, sharing on-line, operation of a service bureau (through cloud services or otherwise), subscription, hosting, public display or outsourcing of the Product, or allow any Person to use the Product, provided however, that if You Purchased the "CYBERBIT Range" Product, you will be entitled to provide courses to Trainees and further provided that if You entered into an MSSP Agreement with Cyberbit, you will be entitled to provide services to your customers , in accordance with the provisions of the MSSP Agreement; (iii) copy the Product, in whole or in part, other than one copy for disaster recovery purposes; (iv) decipher, reverse translate, decompile, disassemble or otherwise reverse engineer the Product or attempt to reconstruct or discover any source code or underlying ideas or algorithms or file formats or programming or interoperability interfaces of the Products by any means whatsoever or otherwise reduce the Product into human-readable form; (v) modify the Product or incorporate any portion of the Product into any other software or create a derivative work of any portion of the Product or Documentation; (vi) breach the security of the Product or perform any form of scanning, scraping, probing, robotic navigating, bulk extracting or hacking of the Product; (vii) interfere with, circumvent, manipulate, impair or disrupt the operation, or the functionality of the Product or any copyright protection mechanism related to the Product or work around or circumvent any technical limitations in the Product; (viii) enable, or attempt to enable, features or functionalities of the Product that are otherwise disabled, inaccessible or undocumented in the Documentations; (ix) use the Product other than as detailed in the Documentation; (x) use the Product beyond the License Scope; (xi) create, set-up or design any hardware, software, system or activity which alters, exceeds or breaches the License Scope; (xii) use third-party software incorporated in the Product separately from the Product; (xiii) incorporate any virus or harmful code in the Product, including through any other software used in connection with the Product; (xiv) take any action that would, or that would be reasonably likely to, subject the Product to any freeware, open source or similar licensing or distribution models, including through linking to or calling to the Product; (xv) publicly disseminate performance information or analysis about the Product, including, without limitation, benchmarking test results; or (xvi) if you purchased the Cyberbit Range, you may only operate it as a standalone product and You may not connect it to any network or environment.

3.2. Compliance with Laws. You represent and warrant to Cyberbit that You will not use or allow the use of the Software or any portion thereof in violation of applicable laws or regulations (including without limitation Export Control and Privacy Laws as defined below).

3.3. Indemnification. You will indemnify and hold Cyberbit harmless from and against claims, losses, costs (including reasonable attorneys' fees) or liability, arising in connection with Your breach of your obligations, representations and warranties in this License Restrictions Section.

4. YOUR DATA SECURITY AND PRIVACY RESPONSIBILITIES

4.1. Your responsibilities. Certain of the Products analyze and/or access data which is in your information or operation technology systems ("Your Data"). Therefore, the use of the Product may be subject to data protection or privacy laws or regulations in certain jurisdictions ("Privacy Laws"). You are solely responsible for ensuring that Your use of the Product is in accordance with the Privacy Laws. In the event you Purchase any service from Cyberbit, its Affiliates, licensors, subcontractors, resellers, service providers and distributors (collectively "Service Providers") that enables any of them remote access to Your Data (for example:

remote cyber analyst service, Product installation, integration, maintenance and support or other service, collectively: the "**Services**"), then You hereby grant the applicable Service Providers all legal rights to access and analyze such data without such access and analysis causing any violation of any Privacy Laws.

4.2. <u>EU processing</u>. To the extent that in the course of providing Services, Cyberbit or its Service Providers (as a Processor) Processes Personal Data (the "<u>Relevant Personal Data</u>") on behalf of You (as a Controller) that is subject to the General Data Protection Regulation (EU) 2016/679 ("<u>GDPR</u>"), the following provisions of this Section 4.2 shall apply to that Processing in addition to Section 4.1. Any capitalized terms in this Section 4.2 not otherwise defined in the Agreement shall have the meaning set out in the GDPR.

4.2.1. Details of the Processing: (i) **Subject Matter** – the Relevant Personal Data; (ii) **Categories of Data Subjects** – may include Your employees, customers, suppliers and end-users; (iii) **Types of Personal Data** – any Personal Data which a representative acting on behalf of Cyberbit or a Service Provider ("<u>Representative</u>") accesses in the course of providing Services and any Personal Data within any metadata which such Representative may be incidentally exposed to (for example: websites that an end point logs into or file names); (iv) **Purpose and nature of Processing** – the provision of Services in relation to the Products as further set out in a Purchase Order and/or the Documentation; and (v) **Duration** – as determined by the section entitled "<u>Term and Termination</u>".

4.2.2. Cyberbit shall:

4.2.2.1. comply with the provisions and obligations imposed on a Processor by the GDPR, including the stipulations set out in Article 28(3)(a)-(h) which form a part of, and are incorporated into, this Agreement as if they were set out in full, and the reference to "documented instructions" in Article 28(3)(a) shall include the provisions of this Agreement;

4.2.2.2. be entitled to continue to use those Sub-Processors already engaged by Cyberbit or its Affiliates as at the date this Agreement becomes effective; and

4.2.3. You shall comply with the GDPR at all times in relation to providing the Relevant Personal Data, including: (i) complying with Your obligations of transparency in relation to potential Processing of the Relevant Personal Data under this Agreement; and (ii) ensuring that You have an appropriate legal basis under the GDPR to enable Processing of the Relevant Personal Data as anticipated by this Agreement.

5. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

5.1. <u>Ownership</u>. The Product(s), Software, and Documentation are protected under applicable copyright, trademark, trade secret and patent laws. The Product(s), Software, and Documentation, including all of Cyberbit's Intellectual Property Rights therein or thereto, shall at all times remain the sole and exclusive property of Cyberbit and its Affiliates and licensors. Nothing in this Agreement shall constitute or be considered as constituting a transfer or sale or any similar action of any of Cyberbit's Intellectual Property Rights or any part thereof to You. All rights in and to Cyberbit's Intellectual Property Rights not explicitly granted to You under this Agreement are expressly reserved by and to Cyberbit, its Affiliates and licensors, and You shall not have any rights in or to Cyberbit's Intellectual Property Rights or otherwise, except as explicitly permitted in this Agreement.

5.2. <u>Proprietary Notices</u>. You must reproduce and include the copyright notice and any other notices that appear in or on the Product(s). You will not (and will not direct nor allow any third party to) remove any copyright or other proprietary notices from the Product(s).

5.3. <u>Confidential Information</u>. You will treat all the Confidential Information in strict confidence and take all reasonable precautions to protect the Confidential Information, using at least those precautions You use to protect Your own confidential information, but no less than a reasonable standard of care. You further agree not to disclose the Confidential Information to any third party, except as expressly permitted by Cyberbit in a document in writing duly signed by Cyberbit's authorized representative. You shall use the Confidential Information solely for exercising your rights under the License in accordance with this Agreement and in no other

manner. The Confidential Information may be disclosed to Your employees, on a need to know basis, provided such employees are bound by written confidentiality obligations and provided that You are solely and fully responsible for all liability related to any breach of confidentiality by Your employees. You shall promptly notify Cyberbit if You become aware of any kind of a breach of these confidentiality obligations or unauthorized disclosure of the Confidential Information.

   5.4. <u>Remedies</u>. You acknowledge that the unauthorized disclosure of the Confidential Information or interference with Cyberbit's Intellectual Property Rights would cause irreparable harm and significant injury to Cyberbit, its licensors and Affiliates, which would be difficult to ascertain. Accordingly, You agree that Cyberbit, its licensors and Affiliates shall be entitled to equitable relief, including injunctive relief, without the posting of any bond, in addition to all other remedies provided under this Agreement or available at law. Furthermore, You shall indemnify Cyberbit, its licensors and Affiliates against any loss and expense arising due to such unauthorized disclosure of the Confidential Information or breach of Cyberbit's Intellectual Property Rights.

6. LIMITED WARRANTY

   6.1. <u>Limited Software Warranty</u>. CYBERBIT WARRANTS THAT THE ORIGINAL COPY OF THE SOFTWARE ON THE MEDIA ON WHICH IT IS FURNISHED SHALL SUBSTANTIALLY CONFORM TO ITS PRODUCT DESCRIPTION, AS IT EXISTS AT THE DATE OF DELIVERY OF THE SOFTWARE, AND FOR A PERIOD OF NINETY (90) DAYS THEREAFTER. CYBERBIT'S ENTIRE LIABILITY, AND YOUR EXCLUSIVE REMEDY, UNDER THIS WARRANTY SHALL BE, AT CYBERBIT'S OPTION, EITHER: (I) RETURN OF THE CONSIDERATION ACTUALLY PAID TO CYBERBIT FOR THE PRODUCT, WHICH SHALL RESULT IN THE TERMINATION OF APPLICABLE PURCHASE ORDER AND THIS AGREEMENT; OR (II) REPAIR OR REPLACEMENT OF THE PRODUCT OR MEDIA THAT DOES NOT MEET THIS LIMITED WARRANTY. Following the lapse of the warranty period set forth in this Section above or the warranty period in the SLA, as the case may be, Cyberbit, its licensors and Affiliates have no obligation to provide You with any service, including but not limited to, technical support, maintenance, upgrades, modifications, or new releases. Any purchases of services, upgrades or new releases shall be subject to this Agreement, unless otherwise indicated by Cyberbit.

   6.2. <u>Limited COTs Warranty</u>. TO THE EXTENT ANY COTs ARE PURCHASED UNDER THE PURCHASE ORDER, THEY ARE PROVIDED WITH THE WARRANTY OF THEIR MANUFACTURER OR LICENSOR (AS THE CASE MAY BE), AS EXISTING AT THE DATE OF DELIVERY, FOR A PERIOD OF NINETY (90) DAYS OR A LONGER PERIOD OF TIME – IF SO PURCHASED UNDER THE PURCHASE ORDER. CYBERBIT'S ENTIRE LIABILITY, AND YOUR EXCLUSIVE REMEDY, UNDER SUCH WARRANTY SHALL BE, AT CYBERBIT'S OPTION AND TO THE EXTENT SUCH REMEDY IS AVAILABLE UNDER THE COT'S MANUFACTURER OR LICENSOR WARRANTY, (I) RETURN OF THE CONSIDERATION ACTUALLY PAID TO CYBERBIT FOR THE COTs, OR (II) EITHER REPAIR OR REPLACE OF THE DEFECTIVE COTs.

   6.3. <u>Warranty Exception</u>. THE WARRANTIES DETAILED IN THE SLA AND IN THIS LIMITED WARRANTY SECTION EXCLUDE, AND CYBERBIT, ITS LICENSORS AND AFFILIATES SHALL HAVE NO OBLIGATION TO REMEDY, ANY PRODUCT DEFECTS CAUSED OR MATERIALLY CONTRIBUTED TO BY: (I) ALTERATIONS, ENHANCEMENTS OR REPAIRS OF THE PRODUCT OR COTs BY ANY PERSON OR ENTITY OTHER THAN CYBERBIT; (II) IMPROPER STORAGE, MISHANDLING, ABUSE, OR MISUSE OF THE PRODUCT OR COTs; (III) DAMAGE BY FIRE, EXPLOSION, POWER FAILURE, OR ANY FORCE MAJEURE EVENT.

   6.4. <u>Information and Data</u>. You are solely responsible for the selection and design of Your business equipment, controls and information technology systems, the adequate protection and backup of all data (including Your Data), and the implementation of the same within Your organization, including as they relate to Your access and use of the Products or Cyberbit's services. Cyberbit does not guarantee that the information accessed by or produced with the Product will be accurate or complete. You acknowledge that performance of the Product may be affected by any number of factors, including without limitation, technical failure of the Product, the acts or omissions of third parties and other causes reasonably beyond the control of Cyberbit.

   6.5. <u>WARRANTY DISCLAIMERS</u>. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN

THIS LIMITED WARRANTY SECTION, CYBERBIT PROVIDES THE PRODUCT "AS IS", AND YOUR USE OF THE PRODUCT IS AT YOUR OWN RISK. CYBERBIT, ITS LICENSORS AND AFFILIATES DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, TO ANY PERSON, WITH RESPECT TO THE PRODUCT AND/OR THE SOFTWARE AND/OR ANY SERVICES AND/OR ANY RELATED DOCUMENTATION AND/OR LICENSES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE OF THE PRODUCT, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND TITLE, SATISFACTORY QUALITY, SUITABILITY. CYBERBIT ALSO MAKES NO WARRANTY REGARDING NON-INTERRUPTION OF USE OR FREEDOM FROM BUGS, VIRUSES, NON-INTRUSION DUE TO HACKING OR OTHER SIMILAR MEANS OF UNAUTHORIZED ACCESS OR UNINTERRUPTED OR ERROR-FREE OPERATION OF THE PRODUCT.

6.6.   Basis of Bargain. You recognize and agree that the warranty disclaimers and liability and remedy limitations in this Agreement, including without limitation in this Limited Warranty Section have been bargained for and form the basis of this Agreement and that they have been taken into account and reflected in determining the consideration to be given by You under the respective Purchase Order and in the decision to enter into this Agreement.

7.   LIMITATION OF LIABILITY

IN NO EVENT SHALL CYBERBIT, ITS LICENSORS AND/OR AFFILIATES BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL (EXCEPT FOR DAMAGES RELATING TO DEATH OR PERSONAL INJURY IN JURISDICTIONS WHERE SUCH DAMAGES MAY NOT BE DISCLAIMED AS A MATTER OF LAW), PUNITIVE, EXEMPLARY OR RELIANCE DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, LOSS OF REVENUE, LOSS OF BUSINESS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR LOSS OF USE OR DATA) RELATING TO OR ARISING OUT OF THIS AGREEMENT, THE PRODUCT, OR ANY CYBERBIT RELATED SERVICES HOWEVER CAUSED, AND WHETHER BASED ON CONTRACT, TORT, EQUITY OR ANY OTHER THEORY OF LIABILITY WHATSOEVER, EVEN IF CYBERBIT WAS NOTIFIED OR OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES. THE TOTAL AND AGGREGATE LIABILITY OF CYBERBIT, ITS LICENSORS AND AFFILIATES, TAKEN AS A WHOLE, FOR ANY AND ALL CLAIMS RELATED TO THIS AGREEMENT REGARDLESS OF THE CAUSE OF ACTION, SHALL NOT EXCEED AN AMOUNT GREATER THAN (I) THE CONSIDERATION ACTUALLY PAID TO CYBERBIT DURING THE RELEVANT CALENDAR YEAR FOR THE SPECIFIC PRODUCT GIVING RISE TO A CLAIM AGAINST CYBERBIT, ON AN PRO-RATA BASIS AND LESS ANY AMOUNTS PAID BY CYBERBIT RELATED TO ANY PRIOR CLAIMS; OR (II) IN THE EVENT OF AN EVALUATION LICENSE THE AMOUNT OF US$500 (FIVE HUNDRED US DOLLARS). THE LIMITATIONS CONTAINED IN THIS LIMITATION OF LIABILITY SECTION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE AND/OR ANY REMEDY PROVIDED UNDER ANY TERM OF THIS AGREEMENT.

8.   EXPORT CONTROL

8.1.   Export Control Laws. You acknowledge that the Product and any use thereof may be subject to applicable export control and trade laws and regulations, including of the United States and Israel ("Export Control Laws"). You will not use, convey, export, or re-export, either directly or indirectly, the Product (or any part thereof) by any way or to any destination restricted or prohibited by Export Control Laws, without first obtaining any and all necessary licenses from the government of the United States or Israel or any other applicable country that imposes Export Control Laws.

8.2.   Prohibited Persons. You represent and warrant that You are not an individual or an entity which is: (i) located in, under the control of, or a national or resident of Cuba, North Korea, Iran, Syria, Lebanon or Sudan or such other countries as may be additionally designated from time to time by the applicable governments were Cyberbit is incorporated; or (ii) listed under the United States Treasury Department's Office of Foreign Asset Control list of "specially designated nationals and blocked persons," the United States Commerce

Department's "denied parties list", the United States Commerce Department's "BIS Entity List" or such other applicable lists. If You Purchase the "CYBERBIT Range" Product, You also represent and undertake that You shall not provide services to any Person embargoed or sanctioned by the government of the United States or any Person which resides in Iran, Syria or Lebanon.

9. TERM AND TERMINATION

9.1. <u>Term</u>. This Agreement is effective from the earlier of: the effective date of the applicable Purchase Order or the day of the acceptance of this agreement by You. Subject to the termination provisions detailed below, the term of the License shall be limited to the term detailed in the Purchase Order (the "<u>Term</u>") and thereafter it shall expire. Cyberbit may terminate this Agreement upon Your breach of any of the provisions hereof or the breach of the applicable Purchase Order which is not cured within thirty (30) days from prior written notice by Cyberbit or its Affiliates or licensors unless such breach relates to Your payment, in which case the termination of this Agreement shall be effective immediately. Cyberbit may also immediately terminate this Agreement in the event that Cyberbit, in its sole and absolute discretion, determines that Your use of a Product might give rise to a third-party claim against Cyberbit.

9.2. <u>Consequences of Termination or Expiration.</u> Upon termination or expiration of this Agreement the following provisions shall apply: (i) any License in the Software shall terminate immediately, and (ii) You shall cease any and all use of the Product and any Third Party Software provided with it, or delete or uninstall any Software or Third Party Software provided to you; and (iii) return all Documentation and any copies thereof and related materials which are in Your possession; and (iv) if the provisions of the Purchase Order so specify, then return any hardware provided to you under the Purchase Order. You are required to certify to Cyberbit of Your compliance with the foregoing provisions within 14 days of termination.

9.3. <u>Survival</u>. The following Sections shall survive termination or expiration of this Agreement: Definitions, Evaluation, License Indemnification, License Restrictions, Intellectual Property and Confidentiality, Warranty Disclaimers, Limitation of Liability, Export Control, Contracting Party, Governing Law and Jurisdiction, and Miscellaneous.

10. CONTRACTING PARTY, GOVERNING LAW AND JURISDICTION

10.1. <u>Americas</u>. If You Purchased the Product in the Americas (USA, Canada, Mexico, Central America, South America, or the Caribbean), the contracting party to this Agreement, referred to herein as Cyberbit is Cyberbit, Inc., and 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.

10.2. <u>Singapore and India.</u> If You Purchased the Product in Singapore, then the contracting party to this Agreement, referred to herein as Cyberbit is Cyberbit Singapore Pte. Ltd. If You Purchased the Product in India, then the contracting party to this Agreement, referred to herein as Cyberbit is Cyberbit India Private Limited. In both of the foregoing cases, this Agreement shall be governed, performed, construed and interpreted in accordance with the laws of Singapore, without giving effect to its conflict of laws provisions. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English and the hearings, if any, shall be conducted in Singapore.

10.3.   China. If You Purchased the Product in China, then the contracting party to this Agreement, referred to herein as Cyberbit is Cyberbit Ltd. and this Agreement shall be governed, performed, construed and interpreted in accordance with the laws of Hong Kong, without giving effect to its conflict of laws provisions. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the China International Economic and Trade Arbitration Commission Hong Kong Arbitration Center("CIETAC") in accordance with the Arbitration Rules of the China International Economic and Trade Arbitration Commission Hong Kong Arbitration Center ("CIETAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Hong Kong. The Tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English and the hearings, if any, shall be conducted in Hong Kong.

10.4.   FSU. If You Purchased the Product in one of the FSU (Former Soviet Union) countries, then the contracting party to this Agreement, referred to herein as Cyberbit is Cyberbit Ltd. and the governing law of the contract shall be the substantive law of England and Wales without giving effect to its conflict of laws provisions. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English.

10.5.   Outside the Americas, Singapore, India, China and the FSU. If You Purchased the Product outside the Americas, Singapore, India, China or the FSU, then the contracting party to this Agreement, referred to herein as Cyberbit is Cyberbit Ltd., and unless otherwise indicated in the Purchase Order, 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.

10.6.   Notwithstanding any other provision to the contrary, Cyberbit will always have the right, at its sole and absolute discretion, to file a claim or application for injunctive remedies against You, in the competent courts of the jurisdiction in which Your domicile is, according to the governing law in such jurisdiction, without reference to the other provisions in this "Contracting Party, Governing Law and Jurisdiction" section.

10.7.   UCITA. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sales of Goods, the application of which is expressly excluded nor will it be governed by the Uniform Computer Information Transactions Act (UCITA) as adopted by any state.

11. MISCELLANEOUS

11.1.   Assignment. You may not assign Your rights or obligations under this Agreement without the prior consent of Cyberbit in a document physically signed by both Party's authorized representatives. Each party may assign this Agreement to a successor corporation resulting from its merger or consolidation, or to its Affiliate, by written notification to the other party.

11.2.   Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the original intent of the Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect.

11.3.   Certification Regarding Use. At Cyberbit's request, not more than once annually, You will certify to Cyberbit Your compliance with the terms and conditions of this Agreement and allow Cyberbit or its designee to verify such compliance during regular business hours after ten (10) days prior request. In addition, Cyberbit and its Affiliates shall have the right to inspect Your facilities, computer systems, networks, books, and records at any time this Agreement is in effect and within one year after termination or expiration of this Agreement, but in any case, no more than once per year, to verify Your compliance with the License terms and Scope. Such inspection may be performed either by Cyberbit or its Affiliates or by a third-party auditor. If the inspection evinces the Scope of License has been exceeded, then you shall promptly pay to Cyberbit the deficit according to

Cyberbit's standard prices. Cyberbit shall bear the costs of any such audit, except where the audit evinces a deficit exceeding five percent (5%) of the applicable price in the Purchase Order.

      11.4.   <u>Third Party Software and Hardware.</u> Cyberbit may deliver in conjunction with the Product, or the Product may contain third party software programs which are (1) available under open source or; (2) free software licenses or; (3) commercial proprietary software ("<u>Third Party Software</u>") and are referenced in the Documentation or in Cyberbit's website. Your use of such Third-Party Software is governed by its respective agreement available at Third Party Software website and subject to its terms or by other third party terms which may be provided by Cyberbit. This Agreement does not modify any rights or obligations You may have under those Third Party Software licenses, however, to the extent permitted under the Third Party Software licenses, the terms of the License shall also apply to such Third Party Software. Notwithstanding anything to the contrary contained in such licenses, the limited warranty and the limitation of liability provisions in this Agreement shall apply to such Third-Party Software. The Cyberbit Range may incorporate IBM's QRadar SIEM ("QRadar"), the use of which is subject to the terms and conditions of the specific license under which it is distributed, available for your review at https://www-03.ibm.com/software/sla/sladb.nsf/pdf/ipla/$file/ipla_en.pdf ("IPLA"). You will defend, indemnify and hold Cyberbit harmless from and against any and all liability or claim arising from or in connection to your violation of any Third Party's rights and/or your misuse of Third-Party's Software and/or your breach of Third Party's license agreement.

      11.5.   <u>Entire Agreement</u>. This Agreement and the applicable Purchase Order (if entered into between You and Cyberbit) sets forth the entire understanding and agreement between You and Cyberbit and may be amended or supplemented only by a written amendment physically signed by both parties.

      11.6.   <u>U.S. Government Rights</u>. The Software and Documentation are "commercial computer software" or "commercial computer software documentation" as defined in FAR 2.101 and FAR 12.212 and they are provided only with the rights under this EULA and with no other or additional rights under the FARs or DFARs. Any use, modification, reproduction release, performance, display or disclosure of the Software and Documentation by the U.S. Government shall be solely in accordance with the terms of this Agreement.