

Last Updated: November 1, 2019

PLEASE NOTE THAT YOUR USE OF AND ACCESS TO OUR SERVICE (DEFINED BELOW) AND WEBSITE ARE SUBJECT TO THE FOLLOWING TERMS; IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS THE SERVICE OR WEBSITE IN ANY MANNER.

These Terms of Service (the "Terms") are a binding contract between you and CyCognito Ltd. ("CyCognito", "we" "us" or "our"). By accessing or using the Service (defined below) in any way, or our website - [cycognito.com](https://www.cycognito.com), by executing an order form that references these Terms or by approving our price proposal that references these Terms, you acknowledge that you have read and understood and agree to comply with the terms and conditions below, and these Terms will remain in effect at all times while you use the Service or any data obtained through the Service or the Website.

1. In these Terms the following terms have the meanings ascribed next to them:

- 1.1 Client or you** means a legal entity which has a signed agreement or binding purchase order with Cycognito for the provision of Service to that entity.
- 1.2 Client Data** means any Personal Data and/or Non-Personal Data, as such terms are defined in our Privacy Policy available at <https://www.cycognito.com/privacy-policy.html> ("Privacy Policy"), or other information relating to the Client or in Client's IT Systems which is collected, processed, accessed or affected while providing the Service.
- 1.3 Client IT Systems** means the Client's IT systems, infrastructure and other internet connected devices or assets owned or operated by or for Client (including third-party hardware, software, devices and assets).
- 1.4 Content** means visual, audio, numeric, graphical, text or other data or content, which is displayed or made available through the Website or otherwise by us for use in conjunction with the Service, if any.
- 1.5 Report/s** mean any output or results of the Service provided to the Client or generated by the Client.
- 1.6 Service** means CyCognito's SaaS platform which provides real-time attack surface analysis services by continuously simulating sophisticated attackers actual reconnaissance and examination processes across live infrastructure and network assets. The Service is provided to each Client according to a specific proposal and remotely from the CyCognito's premises or elsewhere, as CyCognito in its discretion may deem required or advisable.
- 1.7 Website** means our public website available at <https://www.cycognito.com> providing marketing materials and professional information regarding our Service; for clarity, the term "Website" includes all Content (defined below) on the Website, but excludes the Service, unless otherwise specified herein.

- 2 Ability to Accept Terms.** If you access and use the Service and/or the Website, you represent and warrant that you are of legal age and have the right and authority to enter into these Terms on your own behalf. If you are entering into these Terms on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these Terms, in which case the terms "you" or "your" shall refer to such entity and its affiliates.
- 3 License to Website.** CyCognito hereby grants you, and you accept, a non-exclusive, non-transferable, non-sublicensable, and fully revocable license to access and use the Website and Content, provided that you comply with these Terms and the restrictions herein.
- 4 Nature of the Service.**

- 4.1 Client agrees that the Service may include scanning and related analysis of Client's IT Systems, for which CyCognito may use various techniques and software tools, to which the Client hereby consents. Client acknowledges and agrees that CyCognito cannot and does not guarantee that the results of the Service will identify all security issues and vulnerabilities and correctly measure the overall security posture and quality of the Client IT Systems. Without limiting the generality of the foregoing, CyCognito will not conduct a review to detect fraud or similar illegal acts nor identify, address or correct or offer services for the correction of any errors or defects in Client's IT Systems, other devices or components thereof. Receipt of the Service does not mean that the Client IT Systems are secure from every form of attack. To the extent required or deemed advisable by CyCognito and/or Client, Client will inform or confirm to third parties that CyCognito is conducting the Service with Client's approval.
- 4.2 Rescan: The Client is entitled, if requested, for a certain amount of rescans as detailed in the commercial proposal, for which our response will be within three (3) business days.
- 4.3 The Services will be carried out on the Client IT Systems that we may reasonably believe belong to the Client through information we independently obtain. We will notify the Client of the list of Client IT Systems that we have found. The Client may manually identify additional systems that are part of the Client IT Systems and add them to the Services. It is the responsibility of the Client to verify that all such systems are indeed Client IT Systems and to confirm their inclusion in the Services and compliance with these Terms.
- 4.4 The Reports are intended for the Client's internal use only (consistent with the purpose of the Service). The Client may not disclose any Report (or any portion or summary of a Report) to any third party, except (i) with CyCognito's prior written consent, (ii) as required by applicable law, and (iii) to third parties to the extent reasonably required for the implementation of any remediation recommended in the Reports (provided that such third parties are bound by confidentiality obligations consistent with the obligations set forth in these Terms).

- 5 **Client Responsibility.** Client shall have sole responsibility for all adequate protection and backup of data and/or equipment used in connection with or having any connection to the Client IT Systems and protection and backing up of all Client IT Systems. Client will not make any claim against CyCognito for lost data, re-run time, inaccurate output, work delays or lost profits resulting from the Service.

In order not to distort the results of the Service, you will respond in a normal fashion if or when you detect traces of activity from the Service in any logs of the Client IT Systems or any systems monitoring the Client IT Systems as would occur in the event of a real security penetration. Additionally, if legally required under any applicable law, you will be responsible to notify legal or public authorities of such activity detected, discovered or created by the Service.

You represent and warrant that: (i) you have obtained and will hold for the entire duration of the provision of the Service from the third-party owner (or licensor, as the case may be) of all products and services contained in the Client IT Systems or otherwise subject to the Service (including internet service providers and hosting suppliers), all approvals and permits required in order to make the Service not infringing on the rights (intellectual property or other) of such third party, including such third party's information systems, network, and infrastructure and to the extent required, you have obtained appropriate consent from such third parties for the Services to be carried out; and (ii) the Client Data and all other data you provide is lawful and non-infringing.

- 6 **Restrictions.** Except as expressly permitted in these Terms, you may not, and shall not allow any third party to: (i) give, sell, rent, lease, timeshare, sublicense, disclose, publish, assign, market, sell, display, transmit, broadcast, transfer or distribute any portion of the Service and/or the Website to any third party, including, but not limited to your affiliates, or use the Service in any service bureau arrangement; (ii) circumvent, disable or otherwise interfere with security-related features of the Website and/or Service or features that prevent or restrict use or copying of any content or that enforce limitations on use of the Service and/or Website; (iii) reverse engineer, decompile or disassemble, decrypt or attempt to derive the source code of, the Service and/or Website, or any components thereof; (iv) copy, modify, translate, patch, improve, alter, change or create any derivative works of the Service and/or Website, or any part thereof; (v) use any robot, spider, scraper or other automated means to access or monitor the Service and/or Website for any purpose; (vi) take any action that imposes or may impose (at CyCognito's sole discretion) an unreasonable or disproportionately large load on the CyCognito's infrastructure which supports the Website and/or Service; (vii) interfere or attempt to interfere with the integrity or proper working of the Service and/or Website, or any related activities; (viii) develop (alone or together with others) a service or product competing with the Service and/or Website; and (ix) use the Service and/or Website in any unlawful manner or for any harmful, irresponsible or inappropriate purpose, or in breach of these Terms. Without derogating from the above, you agree to be liable to CyCognito for any act or omission of any of your employees or anyone on your behalf using the Service or Website that would constitute a breach of these Terms as if such acts or omissions were performed by you.
- 7 **Security.** CyCognito agrees to implement during the provision of the Service reasonable security measures to protect Client Data and will, at a minimum, utilize industry standard security procedures, as described in our Privacy Policy available at <https://www.cycognito.com/privacy-policy.html>.

8 **Links to Other Websites.** The Website may provide links to the websites or services of other third-party sites. Links to such third-party sites do not constitute any endorsement by CyCognito of such third-party sites, or the quality, suitability or accuracy of the products, content, materials or information presented or made available by such sites. You acknowledge and agree that CyCognito, its directors, officers, employees, agents, service providers and representatives, other third parties, and each of their respective successors and assigns, are not responsible for any claims, damages or losses caused or alleged to have been caused by the use of any third-party sites, or from the products, content, material or information presented by or available through those sites.

9 **Intellectual Property.**

9.1 Website and Service. Title and full, exclusive ownership rights in the Service and the Website (and all parts of either, including the Content), and all reproductions, corrections, modifications, enhancements and improvements, and all related patent rights, copyrights, trade secrets, trademarks, service marks, related goodwill, including CyCognito's intellectual property incorporated in the Reports and data related to your usage of the Website and/or Service (excluding Client Data), are the exclusive property of CyCognito. Through the Service, you do not obtain any rights in our technology or intellectual property, other than the limited right to use the Service as contemplated under the license expressly set out herein. You will not remove, alter, or obscure any proprietary notices (including copyright notices) of CyCognito on any Reports or on any aspect of the Service. Any suggestions, recommendations, improvements, inventions and feedback made by you or by anyone on your behalf in connection with the Service, and other services, products or solutions of CyCognito are the sole property of CyCognito, irrespective of the creator.

9.2 Client Data. The intellectual property and all other rights, title and interest of any nature in and to Client Data are and shall remain your exclusive property. Except as expressly set forth herein, nothing in these Terms shall be construed as transferring any rights, title or interests in Client Data to CyCognito or any third party.

10. **Confidential Information.** You agree to keep confidential and to use only for purposes permitted under these Terms, any CyCognito proprietary or confidential information disclosed to you pursuant to these Terms or in connection with your use of the Service which is marked as confidential or is identified at the time of disclosure as confidential or which would reasonably be considered confidential or proprietary in nature. The obligation of confidentiality shall not apply to information which is publicly available through authorized disclosure, is rightfully known by you prior to the time of disclosure as evidenced in writing, is rightfully obtained from a third party who has the right to disclose it, or which is required by law, government order or request to be disclosed (provided that you shall give prior written notice to CyCognito of such disclosure and an opportunity, at CyCognito's expense, to resist or restrain the scope of such order or request).

11. Support. Email and web support is available Monday through Friday during our standard working hours. We will address support requests within one (1) business day. Our support services include reasonable commercial efforts to address any malfunction of the Service which is in our control.

12. Privacy Policy. You acknowledge and agree that we will use any Personal Data that we may collect or obtain in connection with the Website and/or the Service in accordance with our Privacy Policy available at <https://www.cycognito.com/privacy-policy.html>. Clients who appoint employees, agents or other authorized personnel to use our Services warrant and represent that they have established a legal basis for our processing of the Personal Data of such users by us for the purposes of delivering the Services to the Client. Clients shall be fully responsible to ensure that users appointed on their behalf to use our Services shall be notified of CyCognito's Privacy Policy. Other than our security obligations under Section 7, we assume no responsibility or liability for Client Data, and you shall be solely responsible for Client Data and the consequences of using, disclosing, storing, or transmitting it.

13. Warranty and Disclaimer.

13.1 CyCognito shall perform the Service on a reasonable commercial efforts basis, using reasonable skill and care.

13.2 THE WEBSITE AND THE SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. WE DO NOT WARRANT THAT THE SERVICE WILL MEET CLIENT'S REQUIREMENTS. CYCOGNITO HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

13.3 CYCOGNITO DOES NOT WARRANT THAT THE SERVICE OR ACCESS TO AND USE OF THE WEBSITE OR SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, THAT ALL VULNERABILITIES AND DEFECTS WILL BE DETECTED, OR THAT THE WEBSITE OR SERVICE IS FREE FROM VIRUSES OR OTHER HARMFUL CODE.

13.4 CYCOGNITO OFFERS NO WARRANTY REGARDING THE RELIABILITY OF THE PERFORMANCE OF THE SERVICE, INCLUDING WITHOUT LIMITATION ANY WARRANTY: (I) THAT THE SERVICE WILL DETECT, BLOCK OR PREVENT ALL SECURITY BREACHES OR THREATS, VIRUSES, SPAM OR OTHER HARMFUL OR UNWANTED CODE OR INTRUSIONS; AND (II) THAT THE SERVICE WILL PREVENT ANY CYBER THREATS AND/OR ATTACKS.

13.5 THE REPORTS AND OUTCOME OF THE SERVICE DO NOT CONSTITUTE LEGAL OR OTHER ADVICE, AND YOU UNDERSTAND THAT YOU MUST DETERMINE FOR YOURSELF THE NEED TO OBTAIN YOUR OWN INDEPENDENT LEGAL OR OTHER ADVICE REGARDING THE SUBJECT MATTER OF ANY REPORT. YOUR USE OF AND RELIANCE UPON THE SERVICE AND/OR WEBSITE AND/OR THE SERVICE RESULTS IS ENTIRELY AT YOUR SOLE DISCRETION AND RISK, AND CYCOGNITO AND ANYONE ON ITS BEHALF SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER TO YOU IN CONNECTION WITH ANY OF THE FOREGOING.

13.6 YOU AGREE THAT WE WILL NOT BE HELD RESPONSIBLE FOR ANY CONSEQUENCES THAT MAY RESULT FROM TECHNICAL PROBLEMS INCLUDING WITHOUT LIMITATION IN CONNECTION WITH THE INTERNET (SUCH AS SLOW CONNECTIONS, TRAFFIC CONGESTION OR OVERLOAD OF OUR OR OTHER SERVERS) OR ANY TELECOMMUNICATIONS OR INTERNET PROVIDERS.

13.7 Applicable law may not allow the exclusion of certain warranties, so to that extent such exclusions may not apply.

14. Limitation of Liability. IN NO EVENT SHALL CYCOGNITO, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS AND REPRESENTATIVES, OTHER THIRD PARTIES, AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE CLAIMS, LOSSES, OR DAMAGES, RELATED TO OR IN CONNECTION WITH THE WEBSITE OR ANY SERVICE OR CONTENT MADE AVAILABLE ON OR THROUGH THE WEBSITE OR THE SERVICE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOSS OF PROFITS, BUSINESS, OR ANTICIPATED SAVINGS, ANY LOSS OF, OR DAMAGE TO DATA, REPUTATION, REVENUE OR GOODWILL AND/OR THE COST OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CYCOGNITO, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS AND REPRESENTATIVES SHALL NOT BE LIABLE FOR ANY CLAIMS, LOSSES, OR DAMAGES IN CONNECTION WITH ERRORS OR OMISSIONS CONTAINED IN OR ACCESSIBLE THROUGH THE WEBSITE OR SERVICES OR ANY DECISION MADE IN RELIANCE ON THE OUTCOME OF THE SERVICES, CONTENT OR THE REPORTS.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF CYCOGNITO, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR ITS THIRD-PARTY PROVIDERS, UNDER, OR OTHERWISE IN CONNECTION WITH, THESE TERMS (INCLUDING THE WEBSITE AND THE SERVICE), EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID TO US BY YOU IN CONNECTION WITH THE SERVICES PROVIDED TO YOU (IF ANY) FOR THE THREE (3) MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY.

THE FOREGOING EXCLUSIONS AND LIMITATIONS ON LIABILITY SET FORTH IN THIS SECTION 14 SHALL APPLY: (I) EVEN IF CYCOGNITO, ITS AFFILIATES OR THIRD-PARTY PROVIDERS, HAVE BEEN ADVISED, OR SHOULD HAVE BEEN AWARE, OF THE POSSIBILITY OF LOSSES OR DAMAGES; (II) EVEN IF ANY REMEDY IN THESE TERMS FAILS OF ITS ESSENTIAL PURPOSE; AND (III) REGARDLESS OF THE THEORY OR BASIS OF LIABILITY (SUCH AS, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT).

NO ACTION, REGARDLESS OF FORM, MAY BE BROUGHT BY YOU AFTER THE EARLIER OF (A) 12 MONTHS AFTER THE DATE ON WHICH YOU BECOME AWARE THAT A CAUSE OF ACTION HAS ARISEN, OR (B) THE PERIOD SET FORTH UNDER THE APPLICABLE STATUTE OF LIMITATIONS.

15. Indemnification by Client. Client shall indemnify, defend and hold harmless CyCognito, its affiliates and its and their respective officers, directors and employees from and against any and all third-party claims, damages, actions and causes of action in connection with the Service, or in connection with any distribution, publication, exportation, disclosure, misuse or misconduct by Client, or fraudulent behavior by Client, with respect to Reports.

16. Modifications to Website/Service/Content. You acknowledge and agree that CyCognito reserves the right to change, modify, amend, suspend or discontinue any aspect of the Website and Service or Content at any time, without notice and without liability to you or any other third party. We will make an effort to inform you of substantial changes through the channels of communication generally used in such circumstances. If you do not agree to the new or different terms, you should not use and are free to discontinue using the Services.

17. Termination. CyCognito may terminate your use of the Service or the agreement with you at any time and without prior written notice in any case you have breached these Terms or the term of the proposal or purchase order including in the event of delay in payment of any fees due under a purchase order. We shall not be liable to you or any third party for the termination of your use of or access to the Website and/or Service, or any portion thereof. Any provision of these Terms which is intended to survive termination shall survive termination of these Terms.

18. Force Majeure. CyCognito shall not be liable for any unavailability of the Website or Services caused by a Force Majeure. "**Force Majeure Event**" means circumstances beyond our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, natural disaster, civil unrest, acts of terror, acts of war, riots, military or national emergencies, government restrictions, strikes or other labor problems, electrical disturbances, lack of power supplies and internet service provider failure or delay.

19. Severability. If any provision of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be enforced to the maximum extent permissible so as to affect the intent of these Terms, and the remainder of these Terms shall continue in full force and effect.

20. Choice of Law and Venue. This Agreement shall be governed by and interpreted in accordance with laws of the State of Israel, without giving effect to any conflict of law provisions. The exclusive jurisdiction shall vest with the competent courts in the city of Tel Aviv-Yafo, Israel.

21. General. (i) These Terms and the Privacy Policy represent the complete agreement concerning the Website between you and CyCognito. Concerning the Service, to the extent of any inconsistency or conflict between these Terms and a proposal or purchase order, these Terms shall prevail. (ii) Any preprinted terms or general terms on the back of any Client purchase order or other Client ordering documents shall have no effect. (iii) CyCognito's obligation to provide the Services under the relevant proposal and purchase order is subject to timely payment of all fees under the purchase order. (iv) Section headings are provided for convenience only and have no substantive effect on construction. (v) The failure of CyCognito to exercise or enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. (vi) These Terms may not be assigned by Client without our prior written consent.