

End User License Agreement EULA

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THESE TERMS AND CONDITIONS (The “**Agreement**”) CONSTITUTE A BINDING AGREEMENT BETWEEN YOU AND EDGEDEFENCE (AS DEFINED BELOW). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF AN ENTITY, YOU REPRESENT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO BIND SUCH ENTITY TO THIS AGREEMENT. IN ANY EVENT, REFERENCES HEREIN TO “**Customer**” MEANS YOU OR SUCH ENTITY (AS THE CASE MAY BE). “**EdgeDefence**” SHALL MEAN .EDGEDEFENCE LTD

By clicking the “I Accept” button below or by otherwise installing or using any part of the Licensed Products or Licensed Services (as defined below), Customer acknowledges these terms and conditions and represents that it has fully read and understood, and agrees to be bound by, the following (the date of such occurrence being the “**Effective Date**”): this Agreement and other supplemental terms and policies that this Agreement expressly incorporates by reference, and which .are thereby made a part of this Agreement

IF CUSTOMER DOES NOT AGREE WITH ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT, CUSTOMER MUST NEITHER CLICK “I ACCEPT” NOR INSTALL OR USE .ANY PART OF THE LICENSED PRODUCTS OR LICENSED SERVICES

By entering into the Agreement, Customer hereby irrevocably and unconditionally waives any law or regulation applicable to Customer requiring that the Agreement be localized to meet Customer’s language or requiring an original (non-electronic) signature or delivery or retention of non- .electronic records

1. License.

Right to Use. Subject to the terms and conditions of this Agreement (including .1.1 payment in full of applicable fees, except for evaluation purposes as described in section 3 below), EdgeDefence grants Customer a limited, revocable, non-exclusive, non-assignable, non-transferable, and non-sublicensable license, during the license term as specified in EdgeDefence’s Platform self-registration web page (“**License Term**”), to: (a) access the Platform and use the Licensed Services on cloud operators solely for internal business purposes and solely in object code form, in accordance with EdgeDefence’s then-current Documentation, (b) to the extent applicable and solely with respect to certain Licensed Services, to install and use the Licensed

Products, in machine-readable, object code form only, to support Licensee's use of such Licensed Services, for internal business operation, and (c) use the Documentation and any materials provided by Company in the course of performing the Licensed Services solely for the purpose of using the Licensed Services in accordance with this Agreement ("**License**")

Access to Licensed services shall be permitted subject to meeting EdgeDefence's Technical Prerequisite Requirements as set forth in the Documentation

:In this Agreement

Licensed Services" or "**Platform**" means the cyber security software and services offered by "Company which is known and marketed as AKITA ZERO-TRUST – SaaS Edition, installed by Company in a general cloud operator (e.g., AWS) and operated and maintained by Company, including any updates, upgrades, versions, enhancements, improvements and modifications thereto, and all related Documentation

Licensed Product" means, with respect to certain Licensed Services, the software products " (known and referenced as "AKITA ZERO-TRUST, AKITA SCANNER, AKITA THREAT INTELLIGENCE" in the Documentation) which are made available by Company (and any updates, upgrades, versions, enhancements, improvements and modifications thereto), which are to be installed at and by the Licensee and which are required for the use of certain Licensed Services, all as specified in the Documentation

Documentation" shall mean the user guides and manuals for installation of the Licensed Products " and the remote access and use of the Licensed Services

No Additional Permitted Users. Licensee shall not allow the use and access to the .1.2 Licensed Services by third parties or anyone other than (i) Licensee's employees whose duties require such access; and (ii) Licensee's authorized consultants and subcontractors (excluding any competitors of Company) while such access will be permitted only at Licensee's environments and only where such use is required as part of their performance of the services for Licensee. Licensee shall ensure that its employees, consultants and subcontractors comply with the terms of this Agreement and shall bear full responsibility for any act or omission by its employees, consultants or subcontractors

.License Restrictions .2

Except to the extent expressly permitted in this Agreement (or otherwise mandated under any law applicable to Customer), Customer shall not, and shall not permit or encourage any third party to, do any of the following: (a) copy the Software; (b) sell, assign, lease, lend, rent, sublicense, or make

available the Software to any third party, or otherwise use the Software to operate in a time-sharing, outsourcing, or service bureau environment; (c) modify, alter, adapt, arrange, translate, decompile, disassemble, reverse engineer, or otherwise attempt to discover the source code or non-literal aspects (such as the underlying structure, sequence, organization, and interfaces) of, the Software; (d) remove, alter, or conceal, in whole or in part, any copyright, trademark, or other proprietary rights notice or legend displayed or contained on or in the Software; (e) circumvent, disable or otherwise interfere with security-related or technical features or protocols of the Software (such as usage monitoring features); (f) make a derivative work of the Software, or use the Software to develop any service or product that is the same as (or substantially similar to) the Software; (g) disclose to the public the results of any internal performance testing or benchmarking studies of or about the Software, without first (x) sending the results and related study(ies) to EdgeDefence, and (y) obtaining EdgeDefence's written approval of the assumptions, methodologies and other parameters of the testing or study; (h) use, publish or transmit any robot, malware, Trojan horse, spyware, or similar malicious item intended (or that has the potential) to damage or disrupt the Software; and/or (i) access the Software and/or its servers through or use with the Software any unauthorized means, services or tools, including, without limitation, any data mining, robots, or similar automated means or data gathering and extraction tools, including, without limitation, in order to extract for re-utilization of any parts of the Software. Customer shall not ship, transfer, or export the Software or any component thereof or use the Software in any manner, prohibited by law, including without limitation to, sell, distribute, export or download the Software: (a) into (or to a national or resident of) Cuba, Iran, Iraq, Libya, North Korea, Sudan, Lebanon, Syria, or the Crimea Region of Ukraine, (b) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals, (c) to any country to which such export or re-export is restricted or prohibited, or as to which the U.S. or Israeli government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval, or (d) otherwise in violation of any export or import restrictions, laws or regulations of the U.S. or Israel or any foreign agency or authority. Customer agrees to the foregoing and warrants that it is not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited .party list. The foregoing conditions are limitations on the scope of the License

.Payment .4

License Fees. Customer will pay the license fees stated in EdgeDefence's Platform self- .4.1 registration web page ("License Fees"), and in accordance with its payment terms; provided, however, that if a Usage Audit (defined below) reveals a usage level above that permitted under the

applicable plan Customer's subscribed to, EdgeDefence will address the Customer, the License Fees will be increased according to EdgeDefence's then-current price list and EdgeDefence will then offer Customer a more suitable plan to accommodate its actual use of the Services. For the avoidance of doubt, the foregoing mechanism shall not result in a reduction in License Fees in the event Customer's consumption level decreases below the applicable level. Unless otherwise specified in the self-registration web page, all payments are due immediately upon registration and are non-refundable and without any right of set-off. Any amount not paid when due will accrue interest on a daily basis until paid in full, at the lesser of: (a) the rate of one and a half percent (1.5%) per month; and (b) the highest amount permitted by applicable law

Customer will cooperate with EdgeDefence in configuring and maintaining the Licensed Products to enable EdgeDefence to monitor and receive reports regarding Customer's use and consumption levels of the Licensed services (such monitoring and reports, "**Usage Audits**")

Taxes. Amounts payable under this Agreement are exclusive of all applicable sales, use, consumption, VAT, GST, and other taxes, duties or governmental charges, except for taxes based upon EdgeDefence's net income. In the event that Customer is required by applicable law to withhold or deduct taxes imposed upon Customer for any payment under this Agreement, then the amounts due to EdgeDefence will be increased by the amount necessary so that EdgeDefence receives and retains, free from liability for any deduction or withholding, an amount equal to the sum it would have received had Customer not made any such withholding or deduction

.Third Party Software .5

The Software may include third party software components that are subject to open source and/or pass-through commercial licenses and/or notices (such third party programs, "**Third Party Software**" and "**Third Party Software Terms and Notices**", respectively). Some of the Third Party Software Terms and Notices may be made available to Customer in the Software, its Documentation or via a supplementary list provided by EdgeDefence. Any covenants, representations, warranties, indemnities and other commitments with respect to the Software in this Agreement are made by EdgeDefence and not by any authors, licensors, or suppliers of, or contributors to, such Third Party Software. Any use of Third Party Software is subject solely to the rights and obligations under the applicable Third Party Software Terms and Notices. Notwithstanding anything in this Agreement to the contrary, EdgeDefence does not make any representation, warranty, guarantee, or condition, and does not undertake any liability or obligation, with respect to any Third Party Software

.SLA, Support Services and Professional Services .6

Subject to payment of all applicable License Fees, the Company shall maintain and support the access, use and operation of the Licensed Services and Licensed Products in accordance with the .Support Services Terms and Conditions attached hereto as **Schedule A**

EdgeDefence may provide certain professional services, subject to the execution of a separate services agreement and a specific purchase order for the procurement of professional services, as mutually agreed upon between the parties

Confidentiality .7

Customer may have access to certain non-public or proprietary information or .7.1 materials of EdgeDefence (the “**Discloser**”), whether in tangible or intangible form (“**Confidential Information**”). Without derogating from the foregoing, the Software, license keys and terms of purchase order or this Agreement shall be deemed as EdgeDefence’s Confidential Information. Confidential Information will not include information or material which Customer can demonstrate: (a) was in the public domain at the time of disclosure by EdgeDefence to Customer hereunder; and/or (b) became part of the public domain after disclosure by EdgeDefence to Customer hereunder, through no fault of Customer; (c) was in the Customer’s possession at the time of disclosure by the EdgeDefence hereunder, and was not subject to prior continuing obligations of confidentiality by Customer to EdgeDefence; (d) was rightfully disclosed to the Customer by a third party having the lawful right to do so; and/or (e) was independently and rightfully developed by the Recipient without (direct or indirect) use of, or reliance upon, EdgeDefence’s Confidential .Information

In the event that Customer is required to disclose Confidential Information of .7.2 EdgeDefence pursuant to any law or governmental or judicial order, Customer will promptly notify EdgeDefence in writing of such law or order and reasonably cooperate with EdgeDefence in opposing such disclosure or obtaining such other protective measures. In any event, such disclosure made pursuant to this paragraph will be made solely to the extent required by such law or order (as .the case may be)

Customer will use EdgeDefence’s Confidential Information solely for the purpose of .7.3 performing its obligations and/or exercising its rights under this Agreement and will not disclose or make available the Confidential Information to any third party, except to its employees that have a need to know such information and that are bound by obligations at least as protective as provided herein. Customer will take measures at a level at least as protective as those taken to protect its own confidential information of like nature (but in no event less than a reasonable level) to protect EdgeDefence’s Confidential Information. Customer will promptly notify EdgeDefence in writing in

the event of any actual or suspected unauthorized use or disclosure of any EdgeDefence
.Confidential Information

Each Party acknowledges that in the event of a breach or threatened breach of this .7.4
Section 7 (Confidentiality) by Customer, EdgeDefence may suffer irreparable harm or damage for
which monetary damages will be inadequate, and will, therefore, be entitled to injunctive relief and
specific performance to enforce the obligations under this Section 7 (Confidentiality) without the
.need to post a bond

.Ownership .8

Retention of rights. As between the Parties, EdgeDefence is, and shall remain, the sole .8.1
and exclusive owner of all Intellectual Property Rights in and to the Platform, the Licensed
Software and the Licensed Products, and all its copies (as well as any modifications, improvements
or derivatives thereto), the Support Services, and any other products or services provided by
EdgeDefence (hereinafter, “**EdgeDefence IPR**”). EdgeDefence reserves all rights not expressly
granted herein and except for the License, Customer is granted no other right or license in or to any
EdgeDefence IPR. Customer undertakes not to contest EdgeDefence’s ownership in the
EdgeDefence IPR. “**Intellectual Property Rights**” means any and all right, title and interest in and
to patents, inventions, discoveries, copyrights, works of authorship, trade secrets, trademarks,
service marks, trade dress, technical information, data, know-how, show-how, designs, drawings,
utility models, topography and semiconductor mask works, specifications, formulas, methods,
techniques, processes, databases, software, code, algorithms, architecture, records, documentation,
and other similar intellectual or industrial property, in any form and embodied in any media,
whether capable of protection or not, whether registered or unregistered, and including all
.applications, registrations, renewals, extensions, continuations, divisions or reissues thereof

Processing of Data. EdgeDefence may collect, retain, process and use in any other .8.2
manner any anonymous, aggregated and/or non-identifiable information which is derived from the
use of the Licensed Services (the “**Analytics Information**”), for EdgeDefence’s legitimate business
purposes, in order to provide and improve EdgeDefence’s products and services, including for
EdgeDefence’s research and development activities and expansion of EdgeDefence’s knowledge
related to its products and services. EdgeDefence shall remain the exclusive owner of the Analytics
Information which shall not be deemed as confidential or proprietary information of Customer. For
clarity, such Analytics Information does not in any way publicly identifies Customer or any
individual user as the source of such Analytics Information. For the avoidance of doubt, other than
for support purposes, the Licensed Services and related services do not require EdgeDefence to
process, access or use any personally identifiable information or other data protected under

applicable privacy laws (the “Personal Data”). Any disclosure or use of Personal Data which is required for the self-registration process and for provision of certain services, such as support services, shall be subject to the Privacy Policy which can be found at

[/https://www.akita.cloud/privacy-policy-product](https://www.akita.cloud/privacy-policy-product)

Processing of Personal Data. Customer hereby represents and warrants that (i) it will use .8.3 its best efforts not to transfer or otherwise make available to EdgeDefence any Personal Data, and (ii) if and to the extent notwithstanding the foregoing is required to disclosed or have disclosed Personal Data to EdgeDefence, it has obtained all applicable permits, authorizations and/or consents as to allow the Licensed Product’s and Licensed Services’ operation and functionality on .Customer’s systems in accordance with the terms of this Agreement

.Warranties; Disclaimer 9

Warranties. EdgeDefence represents and warrants that: (i) during the License Term it .9.1 will provide the Licensed Services on a best efforts basis in a professional and workmanlike manner consistent with general industry standards and that the Licensed Products and the Licensed Service, under normal authorized use, shall perform substantially in all material aspects in accordance with the technical specification described in the Documentation; and (ii) the Licensed Products and the Licensed Software will not contain open-source software except as disclosed on the Company’s website or in the Documentation. The sole and exclusive remedy of Customer for any breach of this Section 9.1 shall be to obtain from EdgeDefence (or EdgeDefence’s designated agent or subcontractor) the repair, reinstallation, or replacement of the material non-conformity in .accordance with the Support Services Terms and Conditions attached hereto as **Schedule A**

Exclusions. The warranties set forth above shall not apply if the failure of the Licensed .9.2 Product or Licensed Services results from or is otherwise attributable to: (i) repair, maintenance or modification of the Licensed Product by persons other than Company’s authorized third parties; (ii) accident, negligence, abnormal physical or electrical stress, abnormal environmental conditions, abuse or misuse of the Licensed Product; (iii) use of or access to the Licensed Services other than in accordance with the Documentation; and/or (iv) the combination of the Licensed Product with equipment or software not authorized by Company or otherwise approved by Company in the .Documentation

OTHER THAN EXPLICITLY SET FORTH IN THIS AGREEMENT THE PLATFORM .9.3 AND ANY LICENSED SERVICES AND THE LICENSED PRODUCTS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES (INCLUDING WITHOUT LIMITATION ANY IMPLIED

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR QUALITY OF SERVICE, OR THAT OTHERWISE ARISE FROM A COURSE OF PERFORMANCE OR USAGE OF TRADE) ARE HEREBY DISCLAIMED. EDGEDEFENCE DOES NOT MAKE ANY REPRESENTATION, WARRANTY, GUARANTEE OR CONDITION REGARDING THE EFFECTIVENESS, USEFULNESS, RELIABILITY, COMPLETENESS, OR QUALITY OF THE SOFTWARE, OR THAT USE OF THE PLATFORM OR LICENSED SERVICES OR LICENSED PRODUCTS WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE OR THAT ERRORS/BUGS ARE REPRODUCIBLE OR THAT ERRORS/BUGS ARE REPAIRABLE

10. **Limitation Of Liability**

IN NO EVENT WILL EDGEDEFENCE, ANY OF ITS AFFILIATES, PARTNERS, .10.1 DISTRIBUTORS OR ANY OF THEIR LICENSORS AND SUPPLIERS BE LIABLE UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT, THE PLATFORM, THE LICENSED SERVICES, THE LICENSED PRODUCTS OR OTHERWISE FOR: (A) ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES; (B) ANY LOSS OF PROFITS, BUSINESS, ANTICIPATED SAVINGS, OR DATA AND/OR DAMAGE TO OR LOSS OF REPUTATION, OR GOODWILL; AND/OR (C) THE COST OF .PROCURING ANY SUBSTITUTE GOODS OR SERVICES

THE COMBINED CUMULATIVE LIABILITY OF EDGEDEFENCE AND ITS .10.2 AFFILIATES, PARTNERS AND ANY OF THEIR LICENSORS AND SUPPLIERS UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT, THE PLATFORM THE LICENSED SERVICES, THE LICENSED PRODUCTS OR OTHERWISE, WILL NOT EXCEED THE LICENSE FEES ACTUALLY PAID BY CUSTOMER TO EDGEDEFENCE UNDER APPLICABLE PURCHASE ORDER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. EDGEDEFENCE'S SOLE AND EXCLUSIVE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IN RESPECT OF ANY MAINTENANCE OR SUPPORT ISSUE .SHALL BE LIMITED TO PROVISION OF SUPPORT SERVICES

THE FOREGOING LIMITATIONS OF LIABILITY WILL APPLY TO THE .10.3 MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND: (A) EVEN IF A PARTY OR AN AFFILIATE, DISTRIBUTOR OR SUPPLIER OF EDGEDEFENCE HAS BEEN ADVISED, OR SHOULD HAVE BEEN AWARE, OF THE POSSIBILITY OF LOSSES, DAMAGES, OR COSTS; (B) EVEN IF ANY REMEDY IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE; AND (C) REGARDLESS OF THE THEORY OF LIABILITY

(INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, TORT, NEGLIGENCE
.OR STRICT LIABILITY)

Indemnification .11

By EdgeDefence. EdgeDefence will defend, indemnify and hold harmless Customer .11.1
against any third party demand, claim, suit, or action alleging that Customer's use of the Platform in
accordance with this Agreement infringes such third party's intellectual property rights (an
"Infringement Claim"), and EdgeDefence will pay any amounts finally awarded by a court against
Customer (or otherwise agreed in settlement) under such Infringement Claim. EdgeDefence will
have no obligation or liability under this Section 11.1 to the extent that the Infringement Claim is
based upon or results from: (a) the combination or use of the Platform or Licensed Services or
Licensed Products with any third party products or services if the claim would not have occurred if
not for such combination or use; (b) any modification to the Platform or Licensed Services or
Licensed Products not made by EdgeDefence; (c) Customer's failure to comply with the written
instructions of EdgeDefence and/or with the terms of this Agreement or the Documentation; (d)
where Customer continues the alleged infringing activity after being notified thereof; (e) use or
retention of a copy of the Platform or Licensed Services or Licensed Products not in its most current
version provided by EdgeDefence; and/or (f) EdgeDefence's compliance with any Customer
instructions or requirements (any such claim in clauses (a) through (d), a "Reverse Infringement
.Claim")

Remediation. Should the Platform or Licensed Services or Licensed Products (in whole .11.2
or in part) become, or in EdgeDefence's opinion be likely to become, the subject of any
Infringement Claim, then Customer permits EdgeDefence, at EdgeDefence's option, either to: (a)
obtain for Customer the right to continue using the Platform or Licensed Services or Licensed
Products (or part thereof); or (b) replace or modify the Platform or Licensed Services or Licensed
Products (or part thereof) so that it becomes non-infringing; provided, however, that if, in
EdgeDefence's opinion, the remedies in clauses (a) and (b) above are not commercially feasible,
EdgeDefence may terminate this Agreement immediately upon written notice to Customer and
provide Customer with a pro-rata refund of any prepaid (but unutilized) License Fees based on the
.remaining License Term

By Customer. Customer will defend, indemnify, and hold harmless EdgeDefence, .11.3
EdgeDefence Affiliates, distributors and suppliers and their respective directors, officers,
employees, and suppliers from and against any third party claims, demands, actions, suits,
proceedings, damages, losses, judgments and/or liabilities arising from, or related to or in

connection with: (a) a Reverse Infringement Claim; and/or (b) Customer's unauthorized use of the Software or breach of this Agreement (each, a "**EdgeDefence Claim**")

Procedure. Each Party's obligation and liability under this Section (Indemnification) is .11.4 subject to the conditions that: (a) the indemnified Party has promptly notified the indemnifying Party in writing of the Infringement Claim or EdgeDefence Claim, as the case may be (as used in this subsection, "**Claim**"), provided that a delay or failure by the indemnified Party to provide such notice will not relieve the indemnifying Party of its obligation or liability under this Section (Indemnification), except to the extent that such delay or failure materially prejudices its ability to defend the claim; (b) the indemnified Party reasonably cooperates with the indemnifying Party and permits the indemnifying Party to assume sole control of the defense of the Claim and all negotiations for any settlement thereof, provided that EdgeDefence will not be required to cede control of a EdgeDefence Claim to the extent that it impacts any EdgeDefence Intellectual Property Right or goodwill, and the indemnifying Party will not enter into any settlement of a Claim without the indemnified Party's prior express written consent, not to be unreasonably withheld, conditioned or delayed; and (c) the indemnified Party refrains from admitting any liability or otherwise compromising the defense of the Claim (in whole or in part), without the prior express written consent of the indemnifying Party

Entire Liability. This Section (*Indemnification*) states EdgeDefence's sole and exclusive .11.5 obligation and liability, and Customer's sole remedy, with respect to any Infringement Claim

2. **Term and Termination.**

Term. This Agreement commences as of the Effective Date and will continue in full .12.1 force and effect for the duration of the License Term, unless earlier terminated in accordance with this Agreement. Except with respect to evaluation of the Platform as described in section 3 above, this Agreement will automatically renew for successive annual periods (as applicable), unless, a Party gives written notice to the other Party of the former's intent not to renew the License Term, given at least thirty (30) days prior to the expiration thereof

Termination. Each Party may terminate this Agreement immediately upon written notice .12.2 to the other Party: (a) if the other Party commits a material breach under this Agreement and, if curable, fails to cure that breach within thirty (30) days after receipt of written notice specifying the material breach (except that for payment defaults, such cure period will be seven days); and/or (b) if the other Party is declared bankrupt by a judicial decision, or, in the event an involuntary bankruptcy action is filed against such other Party, it has not taken, within sixty (60) days from

service of such action to such Party, any possible action under applicable law for such filed action
.to be dismissed

Effect of Termination; Survival. Upon expiration or the effective date of termination of .12.3
this Agreement (as the case may be): (a) this License will automatically terminate and Customer
will uninstall and permanently erase (or, if requested by EdgeDefence, permit EdgeDefence to
uninstall and permanently erase) all copies of the Licensed Services or Licensed Products from the
Customer's systems; (b) Customer will pay all outstanding fess, including any License Fees; and (c)
Customer shall, at EdgeDefence's election, erase or return to EdgeDefence all EdgeDefence
Confidential Information in its possession or under its control. Sections 2 (License Restrictions), 4
(Payments), 5 (Third Party Software) and 7 (Confidentiality) through 13 (Miscellaneous) will
.survive the expiration or termination of this Agreement

.Miscellaneous .13

Entire Agreement. This Agreement, and the Support Terms and Conditions represents .13.1
the entire agreement of the Parties with respect to the subject matter hereof and supersedes and
replaces all prior and contemporaneous oral or written understandings and statements by the Parties
with respect to such subject matter. In entering into this Agreement, neither Party is relying on any
representation not expressly specified in this Agreement. This Agreement may only be amended by
a written instrument duly signed by each Party. The Section and subsection headings used in this
.Agreement are for convenience only

Name and Logo. EdgeDefence may use Customer's name and logo on its website and .13.2
in its promotional materials to state that Customer is a customer of EdgeDefence and an
.EdgeDefence Platform user

Reference Customer. Customer agrees to serve as a reference customer of .13.3
.EdgeDefence with other potential customers and industry analysts

Case Study. Customer agrees, in due course, to collaborate with EdgeDefence's marketing .13.4
.team to create a case study of the Customer's use of the Platform

Assignment. This Agreement (whether in whole or in part): (a) may not be assigned .13.5
by Customer without the prior express written consent of EdgeDefence; and (b) may be assigned by
EdgeDefence, without obligation or restriction. Any prohibited assignment will be null and void.
Subject to the provisions of this Section (Assignment), this Agreement will bind and benefit each
.Party and its respective successors and assigns

Governing Law; Jurisdiction. This Agreement will be governed by, and construed in accordance with, the laws of the State of Israel, without regard to its conflicts of law rules. Any claim, dispute or controversy between the Parties will be subject to the exclusive jurisdiction and venue of the competent courts located in Tel Aviv-Jaffa, Israel, and each Party hereby irrevocably submits to the personal jurisdiction of such courts and waives any jurisdictional, venue, or inconvenient forum, or other objections to such courts. The following applies to all users notwithstanding the foregoing, EdgeDefence may seek injunctive relief in any court worldwide that has competent jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods is hereby disclaimed .13.6

Feedback. If Customer provides EdgeDefence with any feedback, ideas or suggestions regarding the Platform or Licensed Services ("**Feedback**"), EdgeDefence may, at no cost, freely use such Feedback, for any purpose whatsoever and Customer hereby and shall assign all right, title and interest in and to all Feedback to EdgeDefence upon creation thereof. For the avoidance of doubt, Feedback will not be deemed Customer's Confidential Information .13.7

Relationship. The Parties are solely independent contractors. Nothing in this Agreement shall create a partnership, joint venture, agency, or employment relationship between the Parties. Neither Party may make, or undertake, any commitments or obligations on behalf of the other .13.8

Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then: (a) the remaining provisions of this Agreement shall remain in full force and effect; and (b) such provision will be ineffective solely as to such jurisdiction (and only to the extent and for the duration of such invalidity or unenforceability), and will be substituted (in respect of such jurisdiction) with a valid and enforceable provision that most closely approximates the original legal intent and economic impact of such provision .13.9

13.10. Notices. All notices and communications between the Parties under, or in connection with, this Agreement ("**Notices**") shall be in writing, by hand delivery, by nationally recognized courier service or by prepaid certified mail. EdgeDefence may send Notices to Customer through the management and reporting Module of the Software. Customer shall send all Notices to the mailing and email addresses and contact person listed in the purchase order, unless Customer has no purchase order with EdgeDefence in which case Notices shall be sent to: EdgeDefence Ltd., Kfar Monash 4287500, Israel, Email: admin@edgedefence.cloud

Force Majeure. Except for payment obligations, neither Party will be liable for failure or delay in performance of any of its obligations under or in connection with this Agreement arising .13.11

out of any event or circumstance beyond that Party's reasonable control, including without limitation an Act of God, fire, flood, lightning, war, revolution, act of terrorism, riot, civil commotion, adverse weather condition, adverse traffic condition, strike, lock-out or other industrial action, and failure of supply of power, fuel, transport, equipment, raw materials, or other goods or services

Customer Data; Storage. Customer acknowledges that the Software is not intended to, .13.12 and will not, operate as an archive or file-storage product or service for Customer Data (as defined below), and Customer will be solely responsible for the maintenance and backup of all Customer Data. "**Customer Data**" means Customer's content, code, or data uploaded to, or otherwise .processed by, the Software

Waiver. Any waiver granted hereunder must be in writing, duly signed by the .13.13 .waiving Party, and will be valid only in the specific instance in which given

Schedule A

Customer Support Services Terms and Conditions

1. Support Terms

These Global Customer Support Services Terms and Conditions (“**Support Agreement**“) set forth the terms and conditions under which EdgeDefence Ltd. (“**Company**“) with whom you (“**Licensee**“, and together with Company, a “**Party**” and the “**Parties**“) have entered into a Software as a Service Agreement and related Purchase Order for Licensed Services and Licensed Products as defined in the Agreement (the “**Agreement**” and “**Solution**” respectively), will provide technical support and maintenance services to Licensee for the Licensed Services

The Support Services are provided to the Licensee during the License Term described in the Agreement and are subject to Licensee’s payment of the applicable license Fees payable thereunder. Licensee acknowledges that the Support Services may be provided by company and/or a Company Affiliate. A “Company Affiliate” means, with respect to Company, any person, organization or entity controlling, controlled by, or under common control with, Company, where “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, organization or entity, whether through the ownership of voting securities or by contract or otherwise. Company reserves the right to revise this Support Agreement at any time by posting the revised version on the customer support portal in use at that time, provided however this will not materially decrease the level of Support Services as herein. The revised version will be effective ten (10) days after such posting

Solution Updates .2

Company may, from time to time, during the License Term, release program updates (i.e. releases, enhancements and bug fixes) to the Licensed Services and Licensed Products (“**Updates**“). Company will make such Updates available to Licensee to the extent generally made available by Company to its supported customers under valid support contracts, and at no additional cost

Solution Support .3

During the License Term, Licensee is entitled to use the Company Support Portal and Web Site. Company will receive Licensee’s requests for support through the channels and during the hours described below in section “Support Channels” and “Business Hours”. Once Company has determined that the support request is covered by a valid Agreement, Company will respond to such support requests based in the manner described in section “Support Response Times and Severity Levels”, when a support request is made to obtain assistance with Errors in the Solution. Licensee

may have up to four (4) support contacts for purposes of receiving Support. A support contact for this purpose is a single individual, named in advance, who is authorized to contact Company .Technical Support to make use of the Solution's Support Services

:As used herein

System” means a Licensee production-environment system that directly impacts Licensee’s “ .business operations

Support and Maintenance Services” refers to Company’s responsibilities to address errors “ related to any of the Company’s Licensed Services and Licensed Products, which are verifiable and reproducible failure of the Services, to substantially conform to its published specifications (“**Error**”). Notwithstanding the foregoing, “**Error**” shall not include any failure caused by any of .the Exclusions specified in Section 8 herein

Support is available for customers who purchased licenses and for the versions supported (details of version supported). Customers utilizing older versions will need to upgrade their version in order to .get support

.This Exhibit B is Licensee’s sole and exclusive remedy for any Errors specified herein

Support Tickets .4

A “**Ticket**” is defined as a request for support entered via the EdgeDefence Support Portal (defined below), associated with the Licensee accounts, and given a unique identifier. All times associated .with a Ticket shall be governed by timestamps of activity in the EdgeDefence Support Portal

Support Channels .5

:Licensee may initiate a Ticket using any of the following channels

- a. Logging in and creating a Ticket on EdgeDefence Support Portal (currently, <https://akita.cloud/contact-us>) (“**EdgeDefence Support Portal**”)
- b. Sending an email to a designated email address, which results in Ticket created in the EdgeDefence Support Portal. (Currently admin@edgedefence.cloud)

Business Hours .6

Business Hours are the hours in which business is normally conducted excluding public holidays. Company will monitor newly created Tickets during Business Hours, as follows:

.Israel: Mon–Fri, 9 a.m. to 5 p.m. (Local Time Zone)

The preceding Business Hours are subject to the Exclusions specified below and to scheduled maintenance

Support Response Times and Severity Levels .7

When initiating a Ticket, Licensee must provide a severity level corresponding to the business impact of the reported condition. Company will respond to the Ticket with an acknowledgment of the request on the EdgeDefence Support Portal, including an initial assessment, or request for more information. Response times will be 8 business hours from the time of Ticket creation (unless they fall outside the Business Hours, which will result in a response on the next available day)

Exclusions

Solution Support described above will be provided only with respect to supported versions, at the time of Ticket creation, and shall exclude Errors resulting from any of the following

- a. Modifications of the Solution that have not been approved by Company in writing
- b. Licensee's failure to implement in a timely manner any Updates made available by Company
- c. Licensee's environment, installation or setup steps, not validated or documented by Company; or failure to meet documented minimal supported hardware and software requirements
- d. Use of the Solution other than as permitted in the License Agreement, or in violation of any laws
- e. Any fault in any third-party hardware, software, firmware, or other product or service used in conjunction with the Solution, or any other causes beyond the reasonable control of Company
- f. Licensee's negligence or willful misconduct

Customer Responsibilities .9

The obligations of Company under the above terms are subject to the following

- a. Licensee will promptly report to Company any Error with the Solution, when it is discovered, along with the correct severity level
- b. Licensee agrees to receive communications from Company in the manner prescribed herein.
- c. Licensee agrees that a person familiar with the Error will be available to work with Company at any time after a Ticket is created
- d. Licensee agrees to provide to EdgeDefence, on request, any technical information, documentation, direct view into Licensee system, setup and environment information, solution logs, details of custom components of application, any output or error message, detailed steps to enable

Company to replicate the problem, any other information that Company may reasonably request in order to reproduce operating conditions similar to those present when the Error occurred

e. Licensee agrees to implement any recommendation or Update in a timely manner, and to report when the Ticket can be closed

Last Updated January 26, 2022