

SAAS SUBSCRIPTION TERMS & CONDITIONS

THESE SAAS SUBSCRIPTION TERMS & CONDITIONS, INCLUDING THE EXHIBITS ATTACHED OR REFERRED HERETO (COLLECTIVELY THE “**TERMS**”), CONSTITUTE BINDING TERMS BY AND BETWEEN **DIG SECURITY SOLUTIONS LTD.** (THE “**COMPANY**”) AND THE ENTITY EXECUTING THE CORRESPONDING ORDER FORM (THE “**CUSTOMER**” OR “**YOU**”) (EACH, A “**PARTY**” AND COLLECTIVELY, THE “**PARTIES**”). IF YOU ARE ACCEPTING THESE TERMS OR OTHERWISE ENTERING INTO AN AGREEMENT ON BEHALF OF AN ENTITY, YOU REPRESENT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO BIND SUCH ENTITY TO THESE TERMS. BY CLICKING “I AGREE” BELOW, OR BY OTHERWISE ACCESSING OR USING THE SOFTWARE, CUSTOMER ON HIS OWN BEHALF AND/OR ON BEHALF OF THE COMPANY OR LEGAL ENTITY IT REPRESENTS, ACKNOWLEDGE THAT CUSTOMER HAS READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS (THE DATE OF SUCH OCCURRENCE BEING THE “**EFFECTIVE DATE**”). IF YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR USE THE SOFTWARE OR SERVICES.

COMPANY RESERVES THE RIGHT TO MODIFY THESE TERMS AT ANY TIME BY POSTING THE MODIFIED TERMS AT WWW.DIG.SECURITY/CONTRACTS. SUCH MODIFICATIONS WILL BE EFFECTIVE TEN (10) DAYS AFTER SUCH POSTING, AND CUSTOMER'S CONTINUED USE OF THE SOFTWARE SHALL CONSTITUTE AS ACCEPTANCE OF SUCH MODIFICATIONS. IN SUCH CASES, THE COMPANY WILL ALSO UPDATE THE “**LAST UPDATED**” DATE SET FORTH BELOW. PLEASE CHECK THE ABOVE WEBPAGE REGULARLY FOR ANY MODIFICATIONS.

1. **Subscription.** Subject to the execution of an Order Form in accordance with these Terms, Company hereby grants Customer a limited, worldwide, non-exclusive, non-sublicensable, non-transferable and revocable right and license to remotely access (i.e. on a SaaS basis) and/or use the Company proprietary software product (the “**Software**”) during the Term (as defined below), solely for Customer's internal purposes. Unless otherwise indicated, the term “**Software**” also includes any appliance and any manual or documentation (“**Documentation**”) provided or made available to Customer in connection with the operation of the Software. Customer may only use the Software in accordance with the Documentation, the Order Form (as defined below) and applicable laws and regulations. Customer shall be solely responsible for providing all equipment, systems, assets, access, and ancillary goods and services needed to access and use the Software, for ensuring their compatibility with the Software. For purposes hereof, an “**Order Form**” shall mean a written or electronic order form, to which these Terms are attached or incorporated, and which is executed by the Parties.

2. **Services**

2.1 The Software may be accessed solely by Customer's employees who are explicitly authorized by Customer to access and use the Software (each, a “**User**”). Customer shall immediately report any unauthorized access or use of the Software to Company. In order to access the Software, Customer and/or its Users may be required to set up an administrative account with Company (“**Account**”). Customer will ensure that the Users comply with these Terms at all times; and shall be fully responsible and liable for any breach of these Terms by a User. Customer shall be further responsible and liable for all activities of its Permitted Users and all activities that occur under or in its Account. Customer will require that all Users keep their user ID and password information strictly confidential. Unauthorized access or use of the Software must be immediately reported to the Company.

2.2 Additional services, such as installation, deployment, configuration, customization, integration, training, or other professional services (“**Professional Services**”) may be provided by Company in accordance with the Order Form.

2.3 The Software, any services detailed in the Order Form (including, if applicable, the Professional Services), shall be referred to as the “**Services**”.

3. **Subscription Fees.**

3.1 The Services are conditioned on Customer's payment in

full of the applicable fees. The fees for the Initial Term are as set forth in the Order Form. Following the Initial Term, Company reserves the right to change its fees prior to the Renewal Term, and Customer shall be informed of such changes via email prior to such changes. Unless otherwise specified in the Order Form: (i) Customer will pay all amounts due under these Terms in U.S. Dollars; (ii) all amounts invoiced hereunder are due and payable within thirty (30) days of the date of the invoice; and (iii) all fees and other amounts paid hereunder are non-refundable. Any amount not paid when required to be paid hereunder shall 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; or (b) the highest amount permitted by applicable law. All amounts payable under these Terms are exclusive of all sales, use, value-added, withholding, and other direct or indirect taxes, charges, levies, duties and/or governmental charges, except for taxes based upon Company's net income.

4. **Prohibited Uses.** Except as specifically permitted herein, without the prior written consent of Company, Customer must not, and shall not allow any User or any third party to, directly or indirectly: (i) copy, modify, create derivative works of, make available or distribute, publically perform, or display any part of the Software (including by incorporation into its products), or use the Software to develop any service or product that is the same as (or substantially similar to) it; (ii) sell, license, lease, assign, transfer, pledge, rent, sublicense, or share Customer's rights under these Terms with any third party (including but not limited to offering the Software as part of a time-sharing, outsourcing or service bureau environment); (iii) use any “open source” or “copyleft software” in a manner that would require Company to disclose the source code of the Software to any third party; (iv) disclose the results of any testing or benchmarking of the Software to any third party; (v) disassemble, decompile, decrypt, reverse engineer, extract, or otherwise attempt to discover the Software's source code or non-literal aspects (such as the underlying structure, sequence, organization, file formats, non-public APIs, ideas, or algorithms); (vi) remove or alter any trademarks or other proprietary right notices displayed on or in the Software; (vii) circumvent, disable or otherwise interfere with security-related features of the Software or features that enforce use limitations; (viii) export, make available or use the Software in any manner prohibited by applicable laws; and/or (ix) store or transmit any malicious code (i.e., software viruses, Trojan horses, worms, robots, malware, spyware or other computer instructions, devices, or techniques that erase data or programming, infect, disrupt, damage, disable, or shut

down a computer system or any component of such computer system) or other unlawful material in connection with the Software.

5. **Personal Data.**

To the extent that Customer needs a data processing agreement, Customer shall request Company to provide it with Company's Data Processing Agreement ("**DPA**") and shall return such DPA signed to Company as described therein.

6. **Mutual Warranties.** Each Party represents and warrants that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; and that the execution and performance of these Terms will not conflict with other agreements to which it is bound or violate applicable law.

7. **Intellectual Property Rights.**

7.1 The Software is not for sale and is Company's sole property. All right, title, and interest, including any intellectual property rights evidenced by or embodied in, attached, connected, and/or related to the Software (and any and all improvements, customizations, modifications and derivative works thereof) and any other products, deliverables or services provided by Company, are and shall remain owned solely by Company or its licensors. These Terms do not convey to Customer any interest in or to the Software other than a limited right to use the Software in accordance herewith. Nothing herein constitutes a waiver of Company's intellectual property rights under any law.

7.2 If Company receives any feedback (which may consist of questions, comments, suggestions or the like) regarding the Software (collectively, "**Feedback**"), all rights, including intellectual property rights in such Feedback shall belong exclusively to Company. Customer hereby irrevocably and unconditionally transfers and assigns to Company all intellectual property rights it has in such Feedback and waives any and all moral rights that Customer may have in respect thereto. It is further understood that use of Feedback, if any, may be made by Company at its sole discretion, and that Company in no way shall be obliged to make use of the Feedback.

7.3 Any anonymous information, which is derived from the use of the Software (i.e., metadata, aggregated and/or analytics information and/or intelligence relating to the operation, support, and/or Customer's use, of the Software) which is not personally identifiable information ("**Analytics Information**") may be used by Company for providing the Software and its related services, for development, improving the Software and/or for statistical purposes. Such Analytics Information is Company's exclusive property.

7.4 As between the Parties, Customer is, and shall be, the sole and exclusive owner of all data and information inputted or uploaded to the Service by or on behalf of Customer or otherwise integrated with the Software via an API, or data belonging to Customer's applications within the environment in which the Software is made available ("**Customer Data**"). Customer represents and warrants that: (i) Customer owns or has obtained the consents and rights related to the Customer Data, and Customer has the right to provide Company the license granted herein to use such Customer Data in accordance with these Terms; and (ii) the Customer Data does not infringe or violate any patents, copyrights, trademarks or other intellectual property, proprietary or privacy or publicity rights of any third party. Customer hereby grants Company and its affiliates a worldwide, non-

exclusive, right and license, to access and use the Customer Data, in order to perform its obligations hereunder, including without limitation for Company's provision of the Software and/or related services hereunder.

8. **Third Party Components.** The Software may use or include third party open source software, files, libraries or components that may be distributed to Customer and are subject to third party open source license terms, which can be provided upon request. If there is a conflict between any open source license and these Terms, then the open source license terms shall prevail but solely in connection with the related third party open source software. Company makes no warranty or indemnity hereunder with respect to any third party open source software.

9. **Confidentiality.** Each Party may have access to certain non-public information of the other Party, in any form or media, including without limitation trade secrets and other information related to the products, software, technology, data, know-how, or business of the other Party, and any other information that a reasonable person should have reason to believe is proprietary, confidential, or competitively sensitive (the "**Confidential Information**"). Each Party shall take reasonable measures, at least as protective as those taken to protect its own Confidential Information, but in no event less than reasonable care, to protect the other Party's Confidential Information from disclosure to a third party. The receiving party's obligations under this Section, with respect to any Confidential Information of the disclosing party, shall not apply to and/or shall terminate if such information: (a) was already lawfully known to the receiving party at the time of disclosure by the disclosing party; (b) was disclosed to the receiving party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the receiving party has become, generally available to the public; or (d) was independently developed by the receiving party without access to, use of, or reliance on, the disclosing party's Confidential Information. Neither Party shall use or disclose the Confidential Information of the other Party except for performance of its obligations under these Terms ("**Permitted Use**"). The receiving party shall only permit access to the disclosing party's Confidential Information to its respective employees, consultants, affiliates, agents and subcontractors having a need to know such information in connection with the Permitted Use, who either (i) have signed a non-disclosure agreement with the receiving party containing terms at least as restrictive as those contained herein; or (ii) are otherwise bound by a duty of confidentiality to the receiving party at least as restrictive as the terms set forth herein; in any event, the receiving party shall remain liable for any acts or omissions of such persons. The receiving party will be allowed to disclose Confidential Information to the extent that such disclosure is required by law or by the order of a court or similar judicial or administrative body, provided that it promptly notifies the disclosing Party in writing of such required disclosure to enable disclosing party to seek a protective order or otherwise prevent or restrict such disclosure and cooperates reasonably with disclosing party in connection therewith. All right, title and interest in and to Confidential Information is and shall remain the sole and exclusive property of the disclosing Party.

10. **LIMITED WARRANTIES.**

10.1 Company represents and warrants that, under normal authorized use, the Software shall substantially perform in conformance with its Documentation. As Customer's sole and exclusive remedy and Company's sole liability for breach of this warranty, Company shall use commercially reasonable efforts to repair the Software

in case of failure of the Software to perform in accordance with the Documentation. The warranty set forth herein shall not apply if the failure of the Software results from or is otherwise attributable to: (i) repair, maintenance or modification of the Software by persons other than Company or its authorized contractors; (ii) accident, negligence, abuse or misuse of the Software; (iii) use of the Software other than in accordance with the Documentation; or (iv) the combination of the Software with equipment or software not authorized or provided by Company. OTHER THAN AS EXPLICITLY STATED IN THESE TERMS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE, ITS RELATED SERVICES AND THE REPORTS (AS DEFINED BELOW) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY DOES NOT WARRANT THAT: (i) THE SOFTWARE AND/OR THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, OR (ii) THE SOFTWARE WILL OPERATE ERROR-FREE EXCEPT FROM THE WARRANTIES SET FORTH IN THESE TERMS, THE COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, SATISFACTORY QUALITY TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, FITNESS FOR A PARTICULAR PURPOSE. COMPANY WILL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR FOR ISSUES RELATED TO PUBLIC NETWORKS OR CUSTOMER'S HOSTING SERVICES.

10.2 COMPANY DOES NOT OFFER A WARRANTY OR MAKE ANY REPRESENTATION REGARDING ANY CONTENT, REPORTS, INFORMATION OR RESULTS THAT CUSTOMER OBTAINS THROUGH USE OF THE SOFTWARE AND ITS RELATED SERVICES (COLLECTIVELY, THE "REPORTS"), OR THAT THE REPORTS ARE COMPLETE OR ERROR-FREE. THE REPORTS DO NOT CONSTITUTE LEGAL ADVICE, AND CUSTOMER UNDERSTANDS IT MUST DETERMINE FOR ITSELF THE NEED TO OBTAIN ITS OWN INDEPENDENT LEGAL ADVICE REGARDING THE SUBJECT MATTER OF ANY REPORT AND/OR ANY SOFTWARE THAT CUSTOMER USES OR IS CONSIDERING TO USE. CUSTOMER'S USE OF AND RELIANCE UPON THE REPORTS IS ENTIRELY AT CUSTOMER'S SOLE DISCRETION AND RISK, AND COMPANY SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER TO CUSTOMER IN CONNECTION WITH ANY OF THE FOREGOING.

11. LIMITATION OF LIABILITY.

11.1 WITHOUT DEROGATING FROM COMPANY'S INDEMNIFICATION OBLIGATION UNDER SECTION AND EXCEPT FOR 12 ANY DAMAGES RESULTING FROM: (i) ANY BREACH OF EITHER PARTY'S CONFIDENTIALITY OBLIGATIONS HEREIN, (ii) WILLFUL MISCONDUCT, AND/OR (iii) CUSTOMER'S MISAPPROPRIATION OR OTHERWISE VIOLATION OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS (INCLUDING MISUSE OF THE LICENSE BY CUSTOMER): NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE,

REPUTATION, PROFITS, DATA, OR DATA USE, OR THE COST OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES. COMPANY'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID OR PAYABLE TO COMPANY BY CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. FOR CLARITY, THE LIMITATIONS IN THIS SECTION DO NOT APPLY TO PAYMENTS DUE TO COMPANY UNDER THESE TERMS.

12. Indemnification.

12.1 Company agrees to defend, at its expense, any third party action or suit brought against Customer alleging that the Software, when used as permitted under these Terms, infringes intellectual property rights of a third party ("IP Infringement Claim"); and Company will pay any damages awarded by court against Customer that are attributable to any such IP Infringement Claim, provided that (i) Customer promptly notifies Company in writing of such claim; and (ii) Customer grants Company the sole authority to handle the defense or settlement of any such claim and provides Company with all reasonable information and assistance in connection therewith, at Company's expense. Company will not be bound by any settlement that Customer enters into without Company's prior written consent.

12.2 If the Software becomes, or in Company's opinion is likely to become, the subject of an IP Infringement Claim, then Company may, at its sole discretion: (a) procure for Customer the right to continue using the Software; (b) replace or modify the Software to avoid the IP Infringement Claim; or (c) if options (a) and (b) cannot be accomplished despite Company's reasonable efforts, then Company may terminate these Terms and Company shall also provide a refund for any amount pre-paid by Customer for such returned Software for the remaining unused period of the license.

12.3 Notwithstanding the foregoing, Company shall have no responsibility for IP Infringement Claims resulting from or based on: (i) modifications to the Software made by a party other than Company or its designee; (ii) Customer's failure to implement software updates provided by Company specifically to avoid infringement; or (iii) combination or use of the Software with equipment, devices or software not supplied by Company

12.4 This Section states Company's entire liability, and 12 Customer's exclusive remedy, for any IP Infringement Claim

13. Suspension, Term and Termination.

13.1 If Company reasonably believes that Customer is using the Software in a manner that may cause harm to Company or any third party then Company may, without derogating from Company's right to terminate these Terms for any breach hereof, suspend Customer's access to and use of the Software until such time as Company believes the threat of harm, or actual harm, has passed. These Terms shall enter into force and effect on the Effective Date and shall remain in full force and effect for the period set forth in the Order Form unless earlier terminated as set forth herein. The initial period of the subscription term as defined in the Order Form

shall be known as the “**Initial Term**”. Following such Initial Term, the Agreement shall be automatically renewed at the then-applicable subscription fees for successive one (1) year terms unless terminated earlier as set forth herein and/or either Party provides the other Party with at least a sixty (60) days’ prior written notice of non-renewal (each a “**Renewal Term**” and, if relevant, together with the Initial Term, the “**Term**”). Either Party may terminate these Terms with immediate effect if the other Party materially breaches these Terms and such breach remains uncured fifteen (15) days after having received written notice thereof. Upon termination or expiration of these Terms: (i) Software license granted to Customer under these Terms shall expire, and Customer shall discontinue any further use and access thereof; (ii) Customer shall immediately delete and dispose of all copies of the Documentation in Customer’s or any of its representatives’ possession or control; and (iii) Company may delete all customer data uploaded on the Software without affecting any of Company’s rights to the Analytics Information. The provisions of these Terms that, by their nature and content, must survive the termination of these Terms in order to achieve the fundamental purposes of these Terms (including limitation of liability) shall so survive

14. **Customer Reference.** Customer agrees that Company may use Customer’s name and logo to identify Customer as a customer of Company or user of the Software, on Company’s web site, marketing materials or otherwise.

15. **Miscellaneous.** These Terms, including any Order Forms and exhibits attached or referred hereto, represents the entire agreement between the Parties concerning the subject matter hereof, replaces all prior and contemporaneous oral or written understandings and statements. In the event of any inconsistencies between these Terms and the terms of any duly executed Order Form signed by the Company, the terms of the Order Form shall prevail. The failure of either Party to enforce any rights granted hereunder or to take action against the other Party in the event of any breach shall not be deemed a waiver by that Party as to subsequent enforcement or actions in the event of future breaches. Any waiver granted hereunder must be in writing. If any provision of these Terms is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of these Terms shall remain in full force and effect and such provision shall be reformed only to the extent necessary to make it

enforceable. Any use of the Software by an agency, department, or other entity of the United States government shall be governed solely by the terms of these Terms. Neither Party may assign its rights or obligations under these Terms without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, these Terms may be assigned by either Party in connection with a merger, consolidation, sale of all of the equity interests of such Party, or a sale of all or substantially all of the assets of the Party to which these Terms relates. Without derogating from and subject to the abovementioned, these Terms will bind and benefit each Party and its respective successors and assigns. These Terms shall be governed by and construed under the laws of the State of Israel, without reference to principles and laws relating to the conflict of laws. The competent courts of the State of Israel shall have the exclusive jurisdiction with respect to any dispute and action arising under or in relation to these Terms. Notwithstanding the foregoing, each Party may seek equitable relief in any court of competent jurisdiction in order to protect its proprietary rights. Each Party irrevocably waives its right to trial of any issue by jury. These Terms do not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the Parties. Neither Party has any authority to enter into agreements of any kind on behalf of the other Party. Company will not be liable for any delay or failure to provide the Services resulting from circumstances or causes beyond the reasonable control of Company including, but not limited to on account of strikes, shortages, riots, insurrection, fires, flood, storms, explosions, acts of God, war, government or quasi-governmental authorities actions, riot, acts of terrorism, earthquakes, explosions, power outages, pandemic or epidemic (or similar regional health crisis), or any other cause that is beyond the reasonable control of Company. Notices to either Party shall be deemed given (a) four (4) business days after being mailed by airmail, postage prepaid, (b) the same business day, if dispatched by facsimile or electronic mail before 13:00 hour (Israel time) and sender receives acknowledgment of receipt, or (c) the next business day, if dispatched by facsimile or electronic mail after the hour 13:00 (Israel time) and sender receives acknowledgment of receipt. These Terms may be executed in electronic counterparts, each of which counterpart, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same agreement.

Last Updated: Dec 14, 2022

* * * * *