**ZAFRAN**      Platform      Use Cases ⌄

# End-user License Agreement

**IMPORTANT** –BY SIGNING THIS AGREEMENT ("**AGREEMENT**"), OR CLICKING "I AGREE", "ACCEPT" OR OTHER SIMILAR BUTTON, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU, ON BEHALF OF YOURSELF OR YOUR ORGANIZATION, ("**CUSTOMER**") ARE ENTERING INTO A LEGAL AGREEMENT WITH ZAFRAN SECURITY INC. (THE "**COMPANY**" OR "**ZAFRAN**") **(**YOU AND COMPANY EACH, A "**PARTY**" AND COLLECTIVELY, THE "**PARTIES**"), AND HAVE UNDERSTOOD AND AGREE TO COMPLY WITH, AND BE LEGALLY BOUND BY, THE TERMS AND CONDITIONS OF THIS AGREEMENT (THE DATE OF SUCH OCCURRENCE BEING THE "**EFFECTIVE DATE**"). TO THE EXTENT THAT YOU AGREE TO THIS AGREEMENT BY CLICKING "I AGREE", "ACCEPT" OR OTHER SIMILAR BUTTON, YOU HEREBY WAIVE ANY APPLICABLE RIGHTS TO REQUIRE AN ORIGINAL (NON-ELECTRONIC) SIGNATURE OR DELIVERY OR RETENTION OF NON-ELECTRONIC RECORDS, TO THE EXTENT NOT PROHIBITED UNDER APPLICABLE LAW.

1. ORDERING.

    1. Customer may place an order for Services directly with Zafran via an order form (a "**Direct Order**"). Each Direct Order is hereby incorporated into this Agreement by reference and shall be deemed to be a stand-alone agreement that incorporates by reference the terms of this Agreement. A Customer Affiliate will have the right to enter into an Order referencing this Agreement and thereby indicating its agreement to be bound by the terms of this Agreement as if it were an original party hereto. In such case, for purposes of such Order, such Customer Affiliate will be deemed to be the "Customer" hereunder. To the extent of any conflict or inconsistency between the terms and conditions of this Agreement and a Direct Order, this Agreement shall prevail (unless a Direct Order specifically states otherwise). "**Affiliate**" means any entity which directly or indirectly controls, is controlled by, or is under common control with a Party, where "control" means owning 50% or more of the voting securities of such entity or the ability to direct managerial decisions or board decisions of such entity**.**

    2. If Customer has purchased a subscription pursuant to the terms hereof from a partner, reseller or distributor authorized by Zafran ("**Partner**"), to the extent there is any conflict between this Agreement and the agreement entered between Customer and the respective

Partner, including any purchase order ("**Partner Order**"), then, as between Customer and
Company, this Agreement shall prevail. Any rights granted to Customer in such Partner
Order which are not contained in this Agreement, apply only in connection with such
Partner. In that case, Customer must seek redress or realization or enforcement of such
rights solely with such Partner and not Zafran. A Direct Order together with a Partner Order
are referred to herein as an "**Order**".

2. **Subscription**. Subject to the terms and conditions of this Agreement (including payment
   obligation), Company hereby grants Customer a limited, worldwide, non-exclusive, non-
   sublicensable, non-transferable and revocable right to remotely access (i.e. on a SaaS basis)
   the Company's software-as-a-service (the "**Service**") during the corresponding subscription
   term defined in the Order ("**Subscription Term**"), solely for Customer's internal purposes
   (collectively, the "**Subscription**"). Unless otherwise indicated, the term "**Service**" also includes
   any appliance and any manual or documentation and any related services provided or made
   available to Customer in connection with the operation of the Service ("**Documentation**").
   Customer may use the Service subject to the use limitations specified in this Agreement and
   the respective Order and applicable laws and regulations. Customer shall provide all
   equipment, systems, assets, access, and ancillary goods and services needed to access and
   use the Service, for ensuring their compatibility with the Service.

3. **Permitted Users**. The Service may be accessed solely by Customer or its service providers
   who are explicitly authorized by Customer to use the Service for the benefit of Customer
   (each, a "**Permitted User**"). Customer will (i) ensure that Permitted Users comply with the
   terms of this Agreement at all times, (ii) maintain the confidentiality and security of their Zafran
   account credentials, and (iii) be fully responsible for any acts or omissions by a Permitted
   User. Customer must promptly notify Zafran upon becoming aware of any unauthorized
   access to or use of the Service.

4. Subscription Fees.
   The Services are conditioned on Customer's payment of the applicable fees as set forth in
   each Order ("**Fees**") and Zafran reserves the right, following notice to Customer, to suspend
   Customer's access to the Services for non or late payment. Except as set forth in this
   Agreement or a Direct Order, all Fees and other amounts paid pursuant to this Agreement
   and an Direct Order are non-refundable and without right of set off. Unless otherwise
   specified in the respective Direct Order: (i) Customer will pay all amounts due under this
   Agreement in U.S. Dollars currency, (ii) Fees for the entire Subscription Term set out in the
   applicable Order are due at the commencement of such Subscription Term and payable as
   described in the Direct Order; and (iii) all Fees are due and payable within thirty (30) days of
   the date of Zafran's invoice. Any amount not paid when due shall accrue interest on a daily
   basis until paid in full at the lesser of: (i) the rate of one and a half percent (1.5%) per month; or
   (ii) the highest amount permitted by applicable law. All amounts payable under each Direct
   Order are exclusive of all sales, use, value-added, withholding, and other direct or indirect

taxes, charges, levies and duties. Customer shall bear all value added, state, local, withholding, and other taxes or other charges applicable to the Service. If Customer purchased the Subscription via a Partner, the Subscription is subject to the full payment of the applicable fees as set forth in the Partner Order between Customer and the respective Partner. All payments shall be made directly to Partner, as agreed between Customer and Partner. If Customer is entitled to a refund under the terms and conditions of this Agreement, then, unless Company specifies otherwise, Company will refund any applicable fees to the Partner, and the Partner alone will be responsible for refunding the appropriate amounts to Customer.

5. **Subscription Restrictions**. As a condition to the Subscription, and except as expressly permitted otherwise under this Agreement, Customer shall not do (or permit or encourage to be done) any of the following subscription restrictions (in whole or in part): (a) copy, "frame" or "mirror" the Service; (b) sell, assign, transfer, lease, rent, sublicense, or otherwise distribute or make available the Service to any third party (such as offering it as part of a time-sharing, outsourcing or service bureau environment); (c) publicly perform, display or communicate the Service; (d) modify, alter, adapt, arrange, or translate the Service; (e) decompile, disassemble, decrypt, reverse engineer, extract, or otherwise attempt to discover the source code or non-literal aspects (such as the underlying structure, sequence, organization, file formats, non-public APIs, ideas, or algorithms) of, the Service; (f) remove, alter, or conceal any proprietary rights notices displayed on or in the Service; (g) circumvent, disable or otherwise interfere with security-related or technical features or protocols of the Service; (h) make a derivative work of the Service, or use it to develop any service or product that is the same as (or substantially similar to) it; (i) store or transmit any robot, malware, Trojan horse, spyware, or similar malicious item intended (or that has the potential) to damage or disrupt the Service; or (j) take any action that imposes or may impose (as determined in Company's reasonable discretion) an unreasonable or disproportionately large load on the servers, network, bandwidth, or other cloud infrastructure which operate or support the Service, or otherwise systematically abuse or disrupt the integrity of such servers, network, bandwidth, or infrastructure.

6. Personal Data. To the extent that Customer needs a data processing agreement, Customer may find Company's data processing agreement on Company's website [here] and must return it signed to Company as described therein. The DPA shall be deemed as an integral part of the Agreement.

7. 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 this Agreement will not conflict with other agreements to which it is bound or violate applicable law.

8. Intellectual Property Rights. As between the Parties, Company is, and shall be, the sole and exclusive owner of all intellectual property rights in and to: (a) the Service and all related software and intellectual property; (b) any other products, deliverables or services provided by Zafran; and (c) any and all improvements, derivative works, and/or modifications of/to the

foregoing, regardless of inventorship or authorship. Customer shall make, and hereby irrevocably makes, all assignments necessary or reasonably requested by Company to ensure and/or provide Company the ownership rights set forth in this paragraph. Company shall be entitled, from time to time, to modify and replace the Features (but not material functionalities, unless it improves the material functionality) and user interface of the Service. Nothing herein constitutes a waiver of Company's intellectual property rights under any law. If Company receives any 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. Company may, but is not obliged to make use of the Feedback. "Feedback" means any feedback (e.g., questions, comments, suggestions or the like), whether orally or in writing, regarding any of the Service.

9. CUSTOMER DATA.

   1. As between the parties, Customer owns and retains all right, title and interest (including all intellectual property rights) in and to any data or information that originates, resides on, or is otherwise processed through Customer's systems and processed by Zafran in the provision of Service (the "Customer Data"). Customer hereby grants Company and its Affiliates a worldwide and non-exclusive  license, to access and use the Customer Data for Company's provision of the Service and related services and obligations hereunder. Customer represents and warrants that it has received and/or obtained any and all required consents or permits to allow Company to receive, transfer and use the Customer Data solely in order to perform the Service. Company will maintain commercially reasonable administrative, technical, and physical safeguards designed to protect the security, confidentiality, and integrity of Customer Data.

   2. Customer acknowledges and agrees that Zafran may collect and process information regarding the configuration, performance, security, access to and use of the Services by Customer ("Account Data") for its internal business purposes including to develop, improve, support, secure and operate the Services and to fulfill legal obligations. Any anonymous information, which is derived from the use of the Service (i.e., metadata, aggregated and/or analytics information and/or intelligence relating to the operation, support, and/or Customer's use, of the Service) which is not personally identifiable information and which does not identify Customer ("Analytics Information") may be used for providing the Service, for development, and/or for statistical purposes. Such Analytics Information is Company's exclusive property.

10. Third Party Components. The Service may use or include third party open source software or components that are distributed to Customer and are subject to third party open source license terms. A list of any third party open source software and related open source licenses will be provided by Company upon request. If there is a conflict between any open source

license and the terms of this Agreement, then the open source license terms shall prevail but solely in connection with the related third party open source software.

11. Confidentiality. "Confidential Information" means any information disclosed by or on behalf of one Party ("Discloser") to the other Party ("Recipient") pursuant to this Agreement that is marked as "confidential," or in some other manner to indicate its confidential nature. Without limiting the foregoing, the Service is Company's Confidential Information. Confidential Information does not include any information which: (i) is or becomes generally known and available to the public through no act of the Recipient; (ii) was already in the Recipient's possession without a duty of confidentiality owed to the Discloser at the time of the Discloser's disclosure; (iii) is lawfully obtained by the Recipient from a third party who has the express right to make such disclosure; or (iv) is independently developed by the Recipient without breach of an obligation owed to the Discloser. The Recipient may use the Discloser's Confidential Information solely to perform its obligations under this Agreement. Except as set forth in the immediately following sentence, the Recipient will not disclose the Discloser's Confidential Information to any third party except to its employees, consultants, affiliates, agents, and subcontractors having a need to know such information to perform its obligations under this Agreement who have signed a non-disclosure agreement with the Recipient containing terms at least as protective of the Discloser's Confidential Information as those contained herein. The Recipient may disclose the Discloser's Confidential Information to the extent that such disclosure is required by law or by the order or a court of similar judicial or administrative body, provided that it notifies the Discloser's of such required disclosure to enable Discloser's to seek a protective order or otherwise seek to prevent or restrict such disclosure. All right, title, and interest in and to Confidential Information are and will remain the sole and exclusive property of the Discloser. The Recipient will use no less than reasonable efforts to protect the Discloser's Confidential Information from unauthorized access, use, or disclosure. Notwithstanding anything to the contrary in this Agreement, Company's obligations with respect to the protection of Customer Data are solely as set forth in Section 9.1.

12. DISCLAIMER OF WARRANTIES. Company represents and warrants that, under normal authorized use, the Service 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 Service. The warranty set forth herein shall not apply if the failure of the Service results from or is otherwise attributable to: (i) repair, maintenance or modification of the Service by persons other than Company or its authorized contractors; (ii) accident, negligence, abuse or misuse of the Service; (iii) use of the Service other than in accordance with the Documentation; or (iv) the combination of the Service with equipment or software not authorized or provided by Company. OTHER THAN AS EXPLICITLY STATED IN THIS AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE AND THE RESULTS THEREOF ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY DOES NOT WARRANT

THAT: (i) THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, OR (ii) THE SERVICE WILL OPERATE ERROR-FREE. EXCEPT AS SET FORTH IN SECTION 8 AND THIS SECTION 12, 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. COMPANY SHALL NOT BE RESPONSIBLE FOR ANY WARRANTIES AND REPRESENTATIONS MADE BY ANY PARTNER TO CUSTOMER.

13. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW:

    1. EXCEPT FOR ANY DAMAGES RESULTING FROM WILLFUL MISCONDUCT, AND/OR CUSTOMER'S MISAPPROPRIATION OR OTHERWISE VIOLATION OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS (INCLUDING VIOLATION OF THE SUBSCRIPTION RESTRICTIONS 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;

    2. WITHOUT DEROGATING FROM COMPANY'S INDEMNIFICATION OBLIGATION UNDER SECTION 14 AND/OR DAMAGES RESULTING FROM WILLFUL MISCONDUCT, AND/OR CUSTOMER'S MISAPPROPRIATION OR OTHERWISE VIOLATION OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS (INCLUDING VIOLATION OF THE SUBSCRIPTION RESTRICTIONS BY CUSTOMER):  EITHER PARTY'S INCLUDING ITS AFFILIATES' MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, 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 THIS AGREEMENT (INCLUDING ITS EXHIBITS).

14. INDEMNIFICATION.

    1. Company agrees to defend, at its expense, any third party action or suit brought against Customer alleging that the Service, when used as permitted under this Agreement, infringes intellectual property rights of a third party ("IP Infringement Claim"); and Company will pay any damages finally 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.

2. If the Service 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 Service; (b) replace or modify the Service 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 this the affected Order(s) upon written notice to Customer, and Customer shall be entitled to receive from either Zafran or Partner (as the case may be) a pro-rated refund of any prepaid Subscription Fees under such Order(s) based on the remaining period of the corresponding Subscription Term(s).

3. Notwithstanding the foregoing, Company shall have no responsibility for IP Infringement Claims resulting from or based on: (i) Company's compliance with Customer's instructions or specification; or (ii) combination or use of the Service with equipment, devices or software not supplied by Company.

4. This Section 14 states Company's entire liability, and Customer's exclusive remedy, for any IP Infringement Claim.

15. Term. This Agreement commences on the Effective Date and, unless terminated in accordance with Section 15, shall continue in full force and effect until all Orders or Partner Order (as the case may be) expire or are terminated (the "Term"). In case Customer purchased the subscription directly from the Company, unless otherwise specified in the Direct Order, following the initial subscription term specified in the Direct Order and any Renewal Subscription Term (as defined below), the Direct Order shall automatically renew for successive one year terms (each at Zafran's then current pricing and packaging or as otherwise mutually agreed by the Parties), (each, a "Renewal Subscription Term"), unless either Party notifies the other Party in writing of its intent not to renew the Direct Order, not less than thirty (30) days prior to the expiration of the then-current Subscription Term.

16. TERMINATION

1. Termination. Each Party may terminate this Agreement and/or an Order immediately upon written notice to the other Party 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. Each Partner Order may be terminated in accordance with any termination rights specified therein.

2. Effect of Termination; Survival. Upon termination of this Agreement or an Order for any reason: (a) the Subscription shall automatically terminate, (b) Customer shall cease all access and use of the Service thereunder including, to the extent applicable, by deinstalling any Zafran provided software, (c) Customer shall (as directed) permanently erase and/or return all Confidential Information of Company in Customer's possession or control; and (d) Zafran may retain Customer Data in accordance with its customer data retention policy without

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affecting any of Zafran's rights to the Account Data or Anonymized Data. Following termination, all outstanding Fees and other charges that accrued as of termination, which become immediately due and payable, and if necessary Company shall issue a final invoice therefor. The provisions of this Agreement that, by their nature and content, must survive the termination of this Agreement in order to achieve the fundamental purposes of this Agreement (including "Intellectual Property Rights", "Disclaimer of Warranties", "Limitation of Liability", and "Miscellaneous") shall so survive. Termination shall not affect any rights and obligations accrued as of the effective date of termination.

17. **Miscellaneous**. This Agreement, including the DPA (if applicable), and any 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, and may be amended only by a written agreement executed by both Parties. Any terms and conditions printed, or linked to, within any Customer's purchase order which are in addition to and/or inconsistent with the terms and conditions of this Agreement, shall be of no effect. 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 this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Agreement 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 Service by an agency, department, or other entity of the United States government shall be governed solely by the terms of this Agreement. Customer hereby agrees that (i) Company may use Customer's name and logo to identify Customer as a customer of Company or user of the Service, on Company's web site, presentations, marketing materials or otherwise; and (ii) Customer, to the extent requested by Company, shall use commercially reasonable efforts to positively address communications it receive from Company potential customers. In addition, it is hereby agreed that Customer will corporate with Company for creating a quote / case study that will be published on the Company website. Following the termination of this Agreement Customer may request Company to remove such customer reference. Except as stated otherwise herein, this Agreement is for the sole benefit of the Parties hereto and nothing herein, express or implied, shall give, or be construed to give, any rights hereunder to any other person. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, this Agreement 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 this Agreement relates. Without derogating from and subject to the abovementioned, this Agreement will bind and benefit each Party and its respective successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without

regard to principles of conflicts of law. All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. The place of arbitration shall be the state of New York, NY. The language of the arbitration shall be English. 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. This Agreement does 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 Service 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 (EST 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 (EST time) and sender receives acknowledgment of receipt.

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