

READ CAREFULLY: EXCEPT AS OTHERWISE EXPRESSLY AGREED IN WRITING BETWEEN YOU AND ALGOSEC, ALGOSEC AUTHORIZES USE OF ITS PRODUCTS ONLY ON THE CONDITION THAT THE CUSTOMER/ END USER ACCEPTS ALL THE TERMS CONTAINED OR REFERENCED IN THIS AGREEMENT.

BY AGREEING TO THESE TERMS, YOU ACKNOWLEDGE AND AGREE THAT YOU: HAVE READ AND UNDERSTOOD THE TERMS; HAVE THE LEGAL AUTHORITY TO ACT ON BEHALF OF AND BIND YOUR COMPANY OR OTHER LEGAL ENTITY TO THESE TERMS; AND ARE BINDING YOUR COMPANY OR OTHER LEGAL ENTITY TO THESE TERMS. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS OR DO NOT HAVE THE AUTHORITY TO ACT ON BEHALF OF AND BIND YOUR COMPANY OR OTHER LEGAL ENTITY, NEITHER YOU NOR THE COMPANY (OR OTHER LEGAL ENTITY) MAY INSTALL, DOWNLOAD, ACCESS, COPY OR USE THE ALGOSEC SOLUTION, IN WHOLE OR IN PART, OR ANY RELATED PRODUCTS, SERVICES, OR MATERIALS.

AlgoSec End User License Agreement

This AlgoSec End User License Agreement is a legal agreement between your company or other legal entity (referred to in this Agreement as "Customer") and AlgoSec Systems Ltd. and its affiliates (each and collectively referred to in this Agreement as "AlgoSec"). In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

1 Definitions.

- 1.1 **"AlgoSec Solution"** means AlgoSec's firewall and device management solution consisting of the Software and Hardware components, if applicable, described below whether as an onsite solution or Hosted Solutions (as defined hereafter), as further detailed in the Purchase Order. Unless stated specifically otherwise in this Agreement, the term AlgoSec Solution shall refer jointly to all the applicable AlgoSec Solution licensed by the Customer in the Purchase Order whether it's the onsite solution (with or without Hardware), the Hosted Solutions or both.
- 1.2 **"Authorized Reseller"** means any third party authorized by AlgoSec to sell AlgoSec's Solution and/or Software to third parties.
- 1.3 **"Documentation"** means user manuals and any other technical documentation made available to Customer by AlgoSec, whether in hard copy or electronic form.
- 1.4 **"Hardware"** means, when applicable, the tangible mechanical components of the AlgoSec Solution and any other equipment delivered by AlgoSec to Customer.
- 1.5 **"Purchase Order"** means the form evidencing the agreed on purchase details, whether online or in written form, specifying, among other things, the specific type of Software and/or Hardware purchased by Customer, the applicable prices, payment terms, maintenance and support package (if applicable) and other terms as agreed to between the parties, each such Purchase Order to be incorporated into and to become a part of this Agreement (in the event of any conflict between the terms of this Agreement and the terms of any such Purchase Order, the terms of this Agreement shall prevail).
- 1.6 **"Hosted Solutions"** means AlgoSec's proprietary firewall and device management solution provided as a Software-as-a Service solution through a Service Hosting Facility (or as name can be changed from time to time by AlgoSec).
- 1.7 **"Service Hosting Facility"** means the platform on which AlgoSec hosts the AlgoSec Solution, or any other place where AlgoSec may choose to host its AlgoSec Solution from.
- 1.8 **"Software"** means the object code version of AlgoSec's firewall and device management software and any other software programs supplied by AlgoSec to Customer, including, without limitation, any software module(s) and firmware furnished as part of the onsite AlgoSec Solution, together with all enhancements, improvements, and modifications thereof, and all Documentation and Hosted Solutions.

2 Purchase, Rights, and License.

- 2.1 This Agreement sets forth the terms and conditions for the purchase and licensing (as applicable) of AlgoSec Solutions and/or Software. This Agreement, together with the relevant Purchase Order, contains the entire agreement of the parties with respect to the subject matter of this Agreement and applies on an exclusive basis, including when Customer has purchased the AlgoSec Solution or Software from an Authorized Reseller or any other third party.
- 2.2 The Software (whether by itself or as part of the AlgoSec Solution, as applicable) is licensed, not sold, under a nonexclusive and nontransferable license to use such Software in connection with Customer's firewall and device management requirements. Such license does not include Software source code. The Software license granted to Customer transfers to Customer neither title nor any proprietary or intellectual property rights to the Software, enhancements to the Software, Documentation, or any copyrights, patents, trademarks, or other intellectual property rights, embodied or used in connection therewith, except for the limited right to use expressly granted herein. All intellectual property rights, whether registered or

unregistered, evidenced by or embodied in and/or attached/connected/ related to the Software or the Documentation, or part thereof, and any modifications or improvements thereof, are and shall be owned exclusively by AlgoSec and its licensors. This license authorizes use of the AlgoSec Solution, only on the number of firewalls and/or devices (virtual machines, storage, database) agreed on in the Purchase Order and during the term covered by the license purchased by Customer and/or as set forth in the applicable Purchase Order.

- 2.3 For AlgoSec Solution installed onsite only, Customer may make a reasonable number of machine-readable copies of the Software for disaster recovery and testing purposes. Copies of the Documentation may be made by Customer for internal use. All copies of the Software and Documentation will be subject to the terms and conditions of this Agreement. Whenever Customer is permitted to copy or reproduce all or any part of the Software or Documentation, all titles, trademark symbols, copyright symbols and legends, and other proprietary markings must also be reproduced.
- 2.4 It should be noted that all changes in security policies or rules while using the AlgoSec's Solution (including adding of any security policies or rules) are made directly by Customer and under Customer sole and exclusive liability.
- 2.5 Audit. AlgoSec reserves the right to audit the Customer's use of the AlgoSec Solution and Software during normal business hours semiannually and with reasonable notice and reserves the right, upon its sole discretion, to include means within the AlgoSec Solution or Software to remotely monitor and/or limit Customer's use of the AlgoSec Solution and the Software to those licensed under the Purchase Order but such monitoring devices, if available, shall not limit in any way or manner Customer's full and sole liability for use of the AlgoSec Solution only subject to the number of licenses under the Purchase Order and use solely according to the terms of this Agreement.

3 **Hardware.** This Section 3 applies ONLY if Customer is purchasing Hardware as well:

- 3.1 Subject to the provisions of Section 2, when the AlgoSec Solution is purchased by Customer, title to the Hardware passes to Customer upon payment by Customer of the total purchase price of the AlgoSec Solution. Neither this Agreement nor purchase of the AlgoSec Solution grants to Customer, by implication or otherwise, any license under any patent or other intellectual property rights in the Hardware purchased by the Customer as part of the AlgoSec Solution or that AlgoSec or any Authorized Reseller may own, control, or license, other than the right to use the Hardware in accordance with this Agreement. Customer's rights in the Hardware are subject to the limitations set forth herein with respect to the AlgoSec Solution and Software, including the limitations on use and transfer. When Software is furnished with or embedded in the Hardware, such Software may be used only as an integrated part of such Hardware.
- 3.2 The AlgoSec Solution and Software make use of certain third party hardware (relevant to the onsite AlgoSec Solution only) and software components. The terms and conditions associated with such components are provided with the components, detailed in a text file accompanying the Software and/or Hardware, or otherwise will be supplied as required. Without derogation from the aforesaid and as relevant to the onsite AlgoSec Solution only, Customers that purchase AlgoSec appliances of the 2-series are also required to agree to the standard end-user license agreement with respect to the Hewlett-Packard Company software embodied in the 2-series appliances (to the extent applicable), and other end-user terms of use of Hewlett-Packard Company, the manufacturer of the 2-series appliances, as a condition of using the appliance, and Customer's agreement to this Agreement also constitutes acceptance of the terms set forth at and AlgoSec does not make any warranty with respect to such appliances and does not accept any liability with respect thereof. AlgoSec warrants that the third party components will meet the performance warranty contained herein <https://www.hpe.com/il/en/about/legal/terms-of-use.html> and in connection therewith will repair or replace such third party components or provide a refund to meet the performance warranty.
- 3.3 WITH REGARDS TO ALL ALGOSEC SOLUTIONS, ONSITE OR HOSTED SOLUTIONS, ALGOSEC INCLUDING THROUGH AN AUTHORIZED RESELLER (IF APPLICABLE) OTHERWISE PROVIDES NO WARRANTY WITH RESPECT TO SUCH THIRD-PARTY COMPONENTS AND SHALL HAVE NO LIABILITY IN CONNECTION THEREWITH.

4 **Restrictions.**

- 4.1 Except as expressly permitted in this Agreement, Customer may not itself or through any party: (i) transfer, disclose, make available to, or permit use of the AlgoSec Solution or Software by any third party; (ii) translate, adapt, circumvent any technical protection or enable any limited or disabled functionality; (iii) decompile, disassemble, or reverse engineer, or make any additions or modifications to the Hardware or AlgoSec Solution or Software, except (a) to the extent expressly permitted by law without the possibility of contractual waiver; and (b) to debug changes made by Customer to a third party library to the extent this right is required by the license associated with the library; (iv) write or develop any derivative or other software program or product based upon the AlgoSec Solution, Software or Confidential Information; or (v) use the AlgoSec Solution, Software, or part thereof to provide application hosting, outsourcing, testing, or similar services to any party.

5 **Hosted Solutions.** This Section 5 shall apply in addition to all other sections ONLY if Customer is purchasing Hosted Solutions:

5.1 In addition to the above, the following provisions shall apply in connection with the Hosted Solutions:

- 5.1.1 Software Definition shall include the AlgoSec Hosted Solutions as hosted by the Service Hosting Facility.
- 5.1.2 License pursuant to Section 2.1 shall include license to the Hosted Solutions.
- 5.1.3 Copies pursuant to Section 2.3 is not permitted for Hosted Solutions which may be accessed solely through the Service Hosting Facility and may not be hosted or sub hosted in anyway or manner.
- 5.1.4 Audit pursuant to Section 2.5, in connection with the Hosted Solutions may include means within the Service Hosting Facility.
- 5.1.5 In addition to the above Restrictions, in connection with the Hosted Solutions, Customer shall use the Hosted Solutions in compliance with applicable law and shall not: **(A)** send or store infringing or unlawful material or malicious code; **(B)** attempt to gain unauthorized access to, or disrupt the integrity or performance of, the Hosted Solutions or the data contained therein; **(C)** access the Hosted Solutions for the purpose of building a competitive product or service or copying its features or user interface or for purposes of product evaluation, benchmarking or other comparative analysis or permit access to the Hosted Solutions by a direct competitor of Algosec.
- 5.1.6 Warranty pursuant to Section 8 to the Hosted Solutions shall commence at the time of delivery of the access link to the Hosted Solutions.
- 5.1.7 IN ADDITION TO ALL OF WARRANTIES SET IN SECTION 8, CUSTOMER HEREBY NOTES AND CONFIRMS THAT IT IS AWARE THAT THE HOSTED SOLUTIONS MAY BE TEMPORARILY UNAVAILABLE, INCLUDING FOR MAINTENANCE, WHETHER SCHEDULED OR NOT, EITHER BY ALGOSEC OR BY THIRD PARTY PROVIDERS, OR BECAUSE OF OTHER CAUSES BEYOND ALGOSEC'S REASONABLE CONTROL, AND ALGOSEC SHALL NOT BE LIABLE FOR ANY SUCH DISRUPTIONS.
- 5.1.8 CUSTOMER ACKNOWLEDGES THAT IT IS AWARE THAT THE HOSTED SOLUTIONS IS PROVIDED THROUGH SERVICE HOSTING FACILITY AND ALGOSEC DOES NOT WARRANT ANYTHING THAT IS OUT OF ITS DIRECT CONTROL. IN ADDITION TO THE TERMS AND CONDITIONS IN THIS AGREEMENT, THE HOSTED SOLUTIONS WILL BE PROVIDED TO CUSTOMER SUBJECT TO THE SERVICE HOSTING FACILITY'S THEN APPLICABLE TERMS OF USE WITH NO LIABILITY ON ALGOSEC'S BEHALF AND UNDER CUSTOMER'S SOLE AND EXCLUSIVE LIABILITY AND FULL UNDERTAKING TO FULLY INDEMNIFY ALGOSEC FOR ANY BREACH OR CLAIMS WITH REGARDS TO CUSTOMER OR CUSTOMER'S USERS BREACH OF SUCH TERMS.
- 5.1.9 In addition to the indemnification provisions set forth in Section 10.3, Customer hereby agrees to defend, indemnify and hold harmless Algosec and its affiliates and their respective officers, directors, agents and employees from any and all claims, damages, liabilities, costs, and expenses (including attorney's fees) arising from claims related to Customer or Customer's users use of the Hosted Solutions, as well as from Customer failure to comply with this Agreement or the Service Hosting Facility terms.
- 5.1.10 Limitation of Liability pursuant to Section 10.4, shall apply in connection with the Hosted Solutions as well, and in any event be limited to 12 months fees paid for the aggregate use of both the AlgoSec Solution and/ or the Hosted Solutions.
- 5.1.11 Section 7.2 below, shall apply only when Customer is using both cloud based devices along with on premise devices.
- 5.1.12 Customer hereby consents that certain behavioral data as a user (including but not limited to length of use, features utilization by Customer and other usage data) will be shared with Algosec through the Hosted Solutions. Algosec may use such behavioral data for reasonable business purposes including but not limited to product support, license validation, research and development. Should Algosec use any derivatives information for marketing purpose, it shall be made on an anonymized manner.

5.2 **Customer Data uploaded to the Hosted Solutions.**

- 5.2.1. Customer hereby warrants to Algosec that it either owns or licenses all data, information and content submitted or uploaded by Customer to the Hosted Solutions for use with the Hosted Solutions ("**Customer Data**"), and that such access or use will not violate any third party's privacy rights. It is acknowledged by both Parties that Customer alone controls what Customer Data is submitted to, or accessed by, the Hosted Solutions and is fully and solely liable for such Customer Data and access and use of it by Algosec or on its behalf, including its storage and what is in such Customer Data and Algosec has no knowledge or way to know what such Customer Data contains.

Customer represent and warrant that it has obtained, and will maintain, all rights and authority, consents, permissions, and licenses necessary for granting such rights to make use of Customer Data.

- 5.2.2. AlgoSec may choose to host the Hosted Solutions, provide the Hosted Solutions through a cloud or engage third party providers to host or provide features of the Hosted Solutions, including through their cloud or a service Hosting Facility and accordingly, data Customer provides AlgoSec, including Customer Data, or uploads or uses throughout the Hosted Solutions, may be hosted by such third party service providers on servers that they own or control. Regardless of where such third party service providers are located (and some may be located anywhere in the world including in Europe, England or United States), their servers may be located anywhere in the world (including in Europe, England or United States). Accordingly, Customer Data may be replicated or transferred across multiple servers located in multiple countries and outside of England and/or the European Economic Area / European Union. By uploading data to the Hosted Solutions Customer is expressly, freely, affirmatively and unequivocally consenting that his data, including Customer Data, may be transferred to various third party service providers around the world (including anywhere in the world including, England, United States, and the European Economic Area / European Union). Customer receipt of and use of the Hosted Solutions is a full agreement to all these terms, including expressly, freely, affirmatively and unequivocally consenting to such transfer and storage, including in England, Europe, the US and outside the European Economic Area / European Union as detailed herein
- 5.2.3. The Customer Data or any other data entered into the Hosted Solutions should not include any personal identifiable information as regarded to and defined under any applicable law and Customer hereby confirms that he is aware that such information should not be entered into the Hosted Solutions or provided to AlgoSec and if it is provided or entered in the Hosted Solutions, Customer shall remain solely and exclusively liable for any such use of such personal identifiable information and fully indemnify AlgoSec for any claims relating to such Customer Data or personal identifiable information, including by any jurisdiction, government or third party. Customer hereby confirms that he is aware that he is not legally obligated to provide AlgoSec personal information and the Hosted Solutions is not intended for use with such personal information. BY AGREEING TO THE TERMS IN THIS AGREEMENT CUSTOMER ACCEPTS AND ACKNOWLEDGES THAT IF IT CHOOSES TO UPLOAD ANY PERSONAL IDENTIFIABLE INFORMATION TO THE ALGOSEC SOLUTION IT IS DOING SO AT ITS OWN RISK AND UNDER ITS SOLE AND EXCLUSIVE LIABILITY AND THAT ALGOSEC IS NOT AWARE OF AND CANNOT CONTROL OR MONITOR ANY SUCH PERSONAL IDENTIFIABLE INFORMATION CUSTOMER UPLOADS INTO THE ALGOSEC SOLUTION OR PROTECT SUCH PERSONAL IDENTIFIABLE INFORMATION AS REQUIRED BY APPLICABLE LAWS.
- 5.2.4. Customer hereby acknowledges and agrees that AlgoSec is acting as a data processor and will use any data disclosed to it by Customer only in accordance with Customer's instructions. Customer hereby warrants and represents that it has obtained all appropriate consents for the use of data, including Customer Data, in accordance with this Agreement, under all applicable law, including providing of such data to Company and transfer of such data by Company to its affiliates and subcontractors, including transfer out of the European Economic Area.

6 Maintenance Support.

- 6.1 Subject to the relevant Purchase Order, when Customer has ordered maintenance support, AlgoSec or Authorized Reseller, as applicable, will provide such support in accordance with its standard support plans. Any enhancements and changes made by AlgoSec or an Authorized Reseller to the AlgoSec Solution or Software as part of maintenance support, and information provided in the course of supplying maintenance support, shall be and remain at all times proprietary to and the sole property of AlgoSec, and the provisions in this Agreement relating to the confidential and proprietary nature of the AlgoSec Solution and Software shall apply with equal force and effect to such enhancements, modifications, and changes.

7 Third Party Software Requirements.

- 7.1 The products licensed hereunder may contain, incorporate and/or are based on software licensed from third parties ("**Licensed Software**"). Any and all usage of the Software and products containing, incorporating or based on the Licensed Software is strictly subject to this Agreement. No use may be made of the Licensed

Software other than as provided for in this Agreement. Licensed Software and the terms applicable to the use of such Licensed Software are detailed in a text file accompanying the Software.

- 7.2 Use of the Software requires that Customer have certain network components, as set forth in the Documentation or as required from time to time. It is the responsibility of Customer to purchase, install, and maintain the network components.

8 Warranty.

- 8.1 AlgoSec warrants that at the time of delivery of the AlgoSec Solution or Software, Hosted Solutions and for ninety (90) days thereafter, the AlgoSec Solution or Software, as applicable, will perform in substantial accordance with the Documentation. If during such period, the AlgoSec Solution or Software does not perform as warranted and AlgoSec is notified of the purported failure to perform, AlgoSec including through an Authorized Reseller will, at its option, undertake to correct the AlgoSec Solution or Software, replace the AlgoSec Solution or Software free of charge or, if neither of the foregoing can be accomplished on a commercially reasonable basis, terminate this Agreement and refund to Customer the amount actually paid by Customer for the AlgoSec Solution or Software, as applicable. *The foregoing are Customer's sole and exclusive remedies for breach of warranty.* The warranty set forth above is made to and for the benefit of Customer only. The warranty will apply only if: (a) the AlgoSec Solution or Software, as applicable, have been properly installed and/or used in accordance with the instructions for use; and (b) no alteration, modification or addition has been made to the AlgoSec Solution or Software. EXCEPT AS SET FORTH ABOVE, ALGOSEC (INCLUDING THROUGH AN AUTHORIZED RESELLER IF APPLICABLE) MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE ALGOSEC SOLUTION OR SOFTWARE OR ANY MATERIALS OR SERVICES PROVIDED TO CUSTOMER UNDER THIS AGREEMENT. ALGOSEC (INCLUDING THROUGH AN AUTHORIZED RESELLER IF APPLICABLE) SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE ALGOSEC SOLUTION, OR SOFTWARE AND ANY OTHER MATERIALS AND SERVICES PROVIDED HEREUNDER. NO WARRANTIES GIVEN BY AN AUTHORIZED RESELLER SHALL BIND ALGOSEC. FURTHER, ALGOSEC SPECIFICALLY DISCLAIMS ANY WARRANTY IN CONNECTION WITH THE ACCURACY OF THE OUTPUT AND RECOMMENDATION PROVIDED TO YOU WHILE USING ALGOSEC'S SOLUTION OR THE SOFTWARE AND ANY ACTIONS BASED THEREUPON SHALL BE AT YOUR RISK. ALGOSEC DISCLAIMS ANY SUCH WARRANTIES GIVEN BY AN AUTHORIZED RESELLER AND SHALL NOT BEAR ANY LIABILITY WITH RESPECT THEREOF.

- 8.2 CUSTOMER ACKNOWLEDGES THAT USE OF HOSTED SOLUTIONS THE ALGOSEC SOLUTION OR THE SOFTWARE MAY NOT BE UNINTERRUPTED, WITHOUT DELAY OR ERROR FREE. WHILE ALGOSEC TAKES REASONABLE PHYSICAL, TECHNICAL AND ADMINISTRATIVE MEASURES TO SECURE THE HOSTED SOLUTIONS ALGOSEC SOLUTION OR THE SOFTWARE, ALGOSEC DOES NOT GUARANTEE THAT THE HOSTED SOLUTIONS ALGOSEC SOLUTION OR THE SOFTWARE CANNOT BE COMPROMISED. ALGOSEC IS NOT LIABLE FOR ANY CONTENT USED WITH HOSTED SOLUTIONS THE ALGOSEC SOLUTION OR THE SOFTWARE, INCLUDING CUSTOMER DATA AND SHALL BE LIABLE ONLY FOR DEPLOYMENT OF THE SERVICES SPECIFICALLY ACCORDING TO THE TERMS OF THIS AGREEMENT.

9 Confidentiality and Privacy.

- 9.1 Each party agrees that at all times during the term of this Agreement, and thereafter, it will hold in confidence, and will not, other than for purposes of this Agreement, use or disclose to any third party, the Confidential Information of the other party. The term "Confidential Information" means all non-public information that the disclosing party designates as being confidential, which the nature of the information or circumstances of disclosure makes reasonably clear should be treated as confidential, and, in any case, Software and the technology, trade secrets, and know how embodied in the AlgoSec Solution and Software. In the event of actual or threatened breach of this Section, the disclosing party will have no adequate remedy at law and will be entitled to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual money damages. At the earlier of the disclosing party's first request or the expiration or termination of this Agreement for any reason, the receiving party shall return or (except where return is required hereunder) permanently destroy all Confidential Information of the disclosing party (including all copies, summaries, excerpts, extracts or other reproductions. At the disclosing party's request, the receiving party will confirm in writing that it has met the foregoing obligations. The obligations set forth in this Section shall survive termination or expiration of this Agreement.

- 9.2 AlgoSec acts in accordance with its [PRIVACY NOTICE](#).

10 Indemnification and Limitation of Liability.

- 10.1 AlgoSec will defend or settle any third-party claims against Customer, by final court ruling, that claim that the AlgoSec Solution or Software, not related to Customer Data, which has been used in accordance with this Agreement, violates a copyright, patent, trademark or other intellectual property right of a third party, if Customer: promptly notifies AlgoSec of the claim in writing; reasonably cooperates with AlgoSec in the

defense; and allows AlgoSec to solely control the defense or settlement of the claim. AlgoSec will only settle a claim if it contains no admission of liability or financial obligation on the part of Customer. AlgoSec will not be liable for any claim if alleged claim is based on a modification of the AlgoSec Solution of Software by anyone other than AlgoSec; is based upon third party rights and licenses or as detailed in the Software or Hardware components, or separately detailed to Customer (except to the extent AlgoSec is indemnified by the third party vendor); is based on use of the AlgoSec Solution or Software with software or equipment not supplied by AlgoSec; or is based on the use of the AlgoSec Solution or Software other than in accordance with the Documentation. AlgoSec has no obligation for any claim arising from: Customer Data or a combination of the AlgoSec Solution or Software with other services, technology, aspects or processes where the claim would not occur but for the combination; or services, technology, aspects or processes not provided by AlgoSec. This Section states AlgoSec's entire liability and Customers exclusive remedy for such third party claims.

- 10.2 If a claim appears likely, then AlgoSec may modify the AlgoSec Solution or Software, procure the necessary rights, or replace the AlgoSec Solution or Software with the functional equivalent or terminate the AlgoSec Solution or Software and provide a refund of any prepaid and unused amounts, upon its sole discretion.
- 10.3 Customer will indemnify, defend or settle any claims against AlgoSec in relation to the Customer Data or any access or use by AlgoSec of the Customer Data for the performance of or in relation to the AlgoSec Solution or Software, including any claims of breach of privacy, intellectual property or breach of any other laws or rights.
- 10.4 IN NO EVENT WILL ALGOSEC OR THE AUTHORISED RESELLER (AS APPLICABLE) BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA (INCLUDING CUSTOMER DATA), COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE FURNISHING, PERFORMANCE OR USE OF THE ALGOSEC SOLUTION, SOFTWARE OR ANY OTHER MATERIALS OR SERVICES SUPPLIED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT, TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, OR OTHERWISE, EVEN IF ALGOSEC OR THE AUTHORISED RESELLER (AS APPLICABLE) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A LIMITED OR EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE. ALGOSEC'S MAXIMUM LIABILITY, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE FURNISHING, PERFORMANCE OR USE OF THE ALGOSEC SOLUTION OR SOFTWARE, INCLUDING INABILITY TO USE OR ACCESS SUCH ALGOSEC SOLUTION OR ANY OTHER MATERIALS OR SERVICES SUPPLIED HEREUNDER WILL NOT, IN ANY EVENT, EXCEED IN THE AGGREGATE, THE FEE ACTUALLY PAID BY CUSTOMER FOR THE ALGOSEC SOLUTION OR SOFTWARE DURING THE 12 MONTHS PERIOD PRIOR TO ANY CLAIM. IN NO EVENT WILL ALGOSEC BE LIABLE FOR ANY OF THE ACTIONS OR OMISSIONS OF AN AUTHORIZED RESELLER.

11 **Termination.**

- 11.1 This Agreement and Customer's right to use the AlgoSec Solution and Software shall automatically terminate in the event Customer: (i) is in material breach of any term, condition or provision of this Agreement; (ii) terminates or suspends its business, (iii) becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority, or (iv) becomes subject to any bankruptcy or insolvency proceeding. This Agreement will automatically terminate if Customer permanently ceases use of the AlgoSec Solution or Software. Within thirty (30) days after the date of termination of this Agreement, Customer will stop using, return or permanently destroy the Software and all links including all copies. The provisions of Sections 4, 5, 9, 10 and 12 will survive expiration or termination of this Agreement for any reason.

12 **Miscellaneous.**

- 12.1 This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter. All rights not expressly granted in this Agreement to Customer are retained by AlgoSec. No terms, provisions or conditions of any Purchase Order, acknowledgment or other business form that Customer may use in connection with the acquisition or licensing of the AlgoSec Solution or Software will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of AlgoSec to object to such terms, provisions or conditions. This Agreement may not be amended, except by a writing signed by both parties. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision will be deemed stricken and the remainder of this Agreement will continue in full force and effect insofar as it remains a workable instrument to accomplish the intent and

purposes of the parties; the parties will replace the severed provision with the provision that will come closest to reflecting the intention of the parties underlying the severed provision but that will be valid, legal, and enforceable.

- 12.2 Neither this Agreement nor any rights or license granted under this Agreement may be assigned or otherwise transferred by Customer, in whole or in part. Any assignment or transfer made contrary to the foregoing shall be null and void. Subject to the foregoing, this Agreement shall apply to, inure to the benefit of, and be binding upon the Parties hereto and their permitted successors and assigns. This Agreement does not confer a benefit on any third party, is not intended to be enforceable by any third party, and there are no third-party beneficiaries to this Agreement. Customer agrees that AlgoSec may publicly identify Customer (by name and/or logo) as an entity to which AlgoSec has provided products and/or services and to be presented only among other global customers (e.g. <https://www.algosec.com/our-customers/>). Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by first class registered mail, or air mail, as appropriate, or (c) sent by overnight air courier, in each case properly posted and fully prepaid.
- 12.3 This Agreement will be governed by and construed in accordance with (i) the laws of the UK in case Customer is located in Europe or (ii) the laws of the state of New York in case Customer is located in the US or anywhere else in the world without regard to principles of conflict of laws and without regard to the United Nations Convention on the International Sale of Goods. The parties agree that for Customer located in Europe, the courts located in London, UK shall have exclusive jurisdiction over any action arising out of or relating to any provisions contained herein and (ii) for Customer located in the US or anywhere else in the world the courts in New York shall have exclusive jurisdiction over any action arising out of or relating to any provisions contained herein and waive objection to venue in these courts, and any such action shall be brought and prosecuted only in these courts. Each party hereby waives any right to a jury trial in connection with any action or litigation in any way arising out of or related to this Agreement. Customer may not export or re-export (directly or indirectly, including via remote access) the AlgoSec Solution or Software or any technical data or product associated therewith except in accordance with United States these laws and regulations and with any required United States and other necessary government licenses and approvals.
- 12.4 AlgoSec's address for any notices is Legal@algosec.com. AlgoSec may provide written (including via email) or web site notice of any change in address.