

## **Lightspin Technologies Ltd. End User License Agreement**

### **1. Consent to Agreement**

- 1.1. This End User License Agreement (this "Agreement") is the agreement between you (either as an individual or an Entity (as defined below)) ("you") and Lightspin Technologies Ltd. (referred to as "Lightspin", "we", "our" and similar terms) which governs your use of Lightspin's cloud security platform (the "Platform"). By using the Platform (which may include, among others, providing a cross account access to your cloud infrastructure as a service environment, installing our pod on your Kubernetes cluster subscribing to services, logging in to a website or other software service) you agree, without limitation or qualification, to be bound by the terms of this Agreement and by our Privacy Policy that can be found at <https://www.termsfeed.com/live/08ebaa64-68c3-4899-b33c-ff7dd05888f2>, in each case as such may be amended from time to time at our sole discretion. This Agreement and the Privacy Policy, as such may be amended from time to time, are referred together as the "Terms".
- 1.2. If you do not agree to the Terms, do not use the Platform.
- 1.3. By using or attempting to use the Platform, you certify that you are of age to legally contract and you acknowledge that you have read, fully understood, and agree to be bound by the Terms. If you do not meet these requirements or, if for any reason, you do not agree with any provision of the Terms, you must discontinue using the Platform immediately.
- 1.4. If you are using the Platform on behalf of any company, corporation, limited liability company, general or limited partnership, trust, proprietorship, joint venture, or other business entity, unincorporated association, organization or enterprise (each, an "Entity"), you represent and warrant that you: (i) are an authorized representative of that Entity with the authority to bind such Entity to the Terms; (ii) have read and fully understand the Terms; and (iv) agree to the Terms on behalf of such Entity.

### **2. License to Use the Platform**

- 2.1. License. Subject to the terms of this Agreement, Lightspin hereby grants you a non-exclusive, non-transferable, non-sublicensable limited license to use the Platform, as well as related technical documents and user guides (the "Documentation") solely in accordance with the terms of this Agreement and for your internal business use. Lightspin reserves all rights, title and interest to the Platform not expressly granted to you hereunder.
- 2.2. Usage Rights. You may only use the Platform in accordance with the provisions of the User Guide that can be found at Lightspin platform's help page. The Platform will not function if you use it in any manner that is not in accordance with any provision of the User Guide.

You may establish username and password for access to the Platform by providing Lightspin with current, complete and accurate information according to the required information request from Lightspin. You acknowledge and agree that: (i) you may not provide your username or password to any other person; and (ii) you shall, and shall ensure that you keep your username and password safe and secure to ensure that they are not used by anyone else. You must immediately notify Lightspin if you have reason to believe that there has been any unauthorized use or access to your username. You

shall be solely responsible and liable for any breaches of this Agreement arising out of or resulting from use of your username to access the Platform.

- 2.3. Platform's Functionality. The functionality of the Platform and/or the underlying technology, methods and algorithms may be updated and/or modified from time to time at Lightspin's sole discretion. This Agreement will apply, with any changes required by such updates or modifications, to any future revisions and/or versions of the Platform.
- 2.4. Additional Obligations. You agree to provide the Platform with access to the metadata of your cloud services provider API and acknowledge that without such access the Platform will not perform as intended.
- 2.5. Limitations. You are not permitted, nor may you allow any third party, to modify, translate, reverse engineer, decompile, disassemble (except to the extent applicable laws specifically prohibit such restrictions) or create derivative works based on the Platform, or any portion thereof, or otherwise attempt in any manner to obtain the source code of the Platform. You will not cause, nor permit (either through your direct efforts or through any third party) the modification of the source code of the Platform. You are not permitted, nor may you allow any third party, to copy the Platform or the User Guide except as specifically provided by this Agreement. The Platform is provided as a single product. You may not sell, rent, lease, sub-lease, lend, redistribute, sublicense or otherwise transfer or allow the use by others of the Platform, in whole or in part, on a permanent or temporary basis, whether for consideration or not. You are prohibited from, either by yourself or allowing a third party, using Lightspin's name, logos, or trademarks in any manner including, without limitation, in your advertising or marketing materials, except as Lightspin may otherwise explicitly approve in advance and in writing.

You specifically agree that each of the terms and conditions of this section are material and that failure to comply with these terms and conditions will constitute sufficient cause for Lightspin, *inter alia*, to immediately terminate the rights granted to you herein and cease providing you with the service and block your access to the Platform. The presence of this section will not be relevant in determining the materiality of any other provision or breach.

### **3. Term and Termination**

- 3.1. This Agreement shall commence according to an invoice agreed between you and Lightspin ("Initial Term") after your initial installation of the Platform, subject to the exclusive right of Lightspin to terminate as provided herein.
- 3.2. This Agreement will automatically terminate if: (1) you fail to comply with any of the terms and conditions of this Agreement; (2) Your business is terminated or suspended; (3) you become insolvent or generally fail to pay, or admit in writing your inability to pay your debts as they become due; (4) you become subject to direct control by a trustee, receiver or any similar authority or (5) you have wound up or liquidated, voluntary or otherwise. In such event, your access username and password to the Platform will be blocked and the Platform will be unavailable to you. Either party may terminate this Agreement by providing at least 60 days prior written notice to the other party.
- 3.3. Upon expiration or termination of this Agreement, for any reason, the Platform, including without limitation, your username and password will become inactive without notice and will not be reactivated until the Agreement is renewed.

- 3.4. The provisions of this Agreement which expressly or by their nature survive expiration or termination of this Agreement for any reason, including, but not limited to, Sections 3, 4, 5, 6, 7, 8 and 9.

#### **4. Confidentiality**

- 4.1. You will maintain as confidential and will not disclose to third parties, during the term of this Agreement and for a period of twelve (12) month the expiration or the termination of this Agreement, for any reason whatsoever, any of the following information ("Confidential Information") that comes into your possession as a result of your dealings with Lightspin in connection with the subject matter of this Agreement:
- (a) Any information or document of a confidential or proprietary nature related to the Platform and to the Documentation;
  - (b) All data as well as all information or document relating to the your specific use of the Platform; and
  - (c) Any other information disclosed in written, graphic or other tangible form marked as "Proprietary," "Restricted" or "Confidential".
- 4.2. You agree that you will disclose Confidential Information only to your employees and contractors who need to know such information and who are bound by confidentiality obligations at least as protective as those set forth in this Section. Further, you agree that you shall treat Confidential Information with at least the same degree of care as it accords to its own confidential information.
- 4.3. Notwithstanding anything to the contrary in this Agreement, Confidential Information does not include: information that you can prove by documentary evidence:
- (a) was previously known to you before your receipt of such information from Lightspin;
  - (b) was developed by your employees who have not had access to Confidential Information;
  - (c) is rightfully obtained by a you from a third party free of any obligation to keep it confidential; or
  - (d) is or becomes information in the public domain, except such information that enters the public domain by virtue of any breach of this Agreement.
- 4.4. All tangible items embodying Confidential Information will be returned to Lightspin immediately upon termination, for any reason whatsoever, of this Agreement. This Section 4 will survive the termination or expiration of this Agreement.
- 4.5. The confidentiality obligations of this Agreement shall not apply if you compelled by applicable law to disclose any Confidential Information. Such compelled to disclose Confidential Information, to the extent permitted by law, shall (a) to the extent permitted, promptly notify Lightspin in writing of such requirement so they can seek a protective order or other remedy; and (b) provide reasonable assistance to Lightspin, at a reasonable expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.
- 4.6. In addition, during the term of the Agreement and for six months, you will not hire any Lightspin employees of Lightspin. This does not apply to persons whose employment or employment relationship with Lightspin has ended.

#### **5. Fees and Taxes**

- 5.1. The right to use the Platform is granted upon payment in full of the amounts agreed between you and Lightspin (the "Fees"). If any due Fees are not timely paid, Lightspin may immediately terminate the rights granted herein, cease providing you with the service, and block your access to the Platform. In the event of any update to the Fees at the end of the agreed term of the Agreement, Lightspin shall notify you of such update at least 14 days prior thereto, and unless you choose to terminate this Agreement, the Fees will update accordingly.
- 5.2. All Fees will be billed as set forth when registering to use the Platform, or within 30 days following the date of the invoice sent by Lightspin. All Fees will be non-refundable once paid to Lightspin (including upon any termination or suspension of this Agreement). Until paid in full, all past due Fees not subject to a good faith dispute will bear an additional charge of 1.5% of the amount owed per month but no more than the maximum amount permitted under applicable law. In addition, any expense incurred by Lightspin in collecting any Fees will be promptly reimbursed by you to Lightspin. The Fees to be paid to Lightspin are exclusive of any deduction or withholding, including any taxes, commissions, duties, fees and tariffs, all of which shall be paid by you. The Fees may be changed by Lightspin upon conclusion of the applicable term of the Agreement.

## **6. Ownership and Copyright**

All rights, title, interest, copyrights and other intellectual property rights in and to the Platform (including but not limited to all scripts, codes, text, and other information incorporated into the Platform) are vested in and shall remain in Lightspin, or its suppliers or licensors. You agree that you neither own nor acquire any claim or right of ownership to the Platform or to any related patents, copyrights, trademarks or other intellectual property rights. The rights granted to you herein are not a sale of the original or any subsequent copy. The Platform is protected by the copyright laws and other intellectual property local and foreign laws and international treaties and thus your use of the Platform is specifically limited to the use specifically permitted herein.

## **7. Disclaimer of Warranties and Limitations on Liability**

- 7.1. No Warranties. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PLATFORM IS PROVIDED "AS IS" AND LIGHTSPIN AND ITS SUPPLIERS AND LICENSORS DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

LIGHTSPIN DOES NOT WARRANT THE FUNCTIONS CONTAINED IN THE PLATFORM WILL MEET ANY REQUIREMENTS OR NEEDS YOU MAY HAVE, OR THAT THE PLATFORM WILL OPERATE ERROR FREE, OR IN AN UNINTERRUPTED FASHION, OR THAT THE PLATFORM IS COMPATIBLE WITH ANY OTHER PARTICULAR PLATFORM. LIGHTSPIN DOES NOT WARRANT THAT THE PLATFORM WILL BE WHOLLY FREE FROM DEFECTS, ERRORS AND/OR BUGS OR THAT THE PLATFORM WILL BE ENTIRELY SECURE. LIGHTSPIN IS NOT OBLIGATED TO PROVIDE ANY UPDATES TO THE PLATFORM OR TO FIX ANY FAILURES OF THE PLATFORM.

- 7.2. No Liability for Certain Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LIGHTSPIN OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOST OF BUSINESS OR OF OPPORTUNITY, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, MONETIZATION OF WEBSITE TRAFFIC AND LOSS OF LEADS AND PROSPECTS OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR

INABILITY TO USE THE PLATFORM, EVEN IF LIGHTSPIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. IN NO INSTANCE WILL LIGHTSPIN'S CUMULATIVE LIABILITY EXCEED THE FEES PAID BY YOU TO LIGHTSPIN OVER THE PRECEDING 6 MONTHS.

- 7.3. Internet Connection. The provision of services via the Platform and the quality thereof may be influenced by your connection to the Internet (including speed and stability). Such factors outside of Lightspin's control and any interruption in the Internet connection such as interruption of information transmission, incorrect transfer of information, unauthorized penetration in the database and any other case beyond the areas where there is internet connection, is not Lightspin's responsibility. Therefore, you hereby waive any and all claims concerning the limitations of the Platform or any part thereof through computers or through the Internet, as a result of any of the above or as a result of disconnections of the communications network and over the Internet and any interruption in the network.

## **8. Feedback**

You have no obligation to give Lightspin any suggestions, ideas, enhancement requests, recommendations, comments or other feedback ("Feedback") relating to the Platform. Notwithstanding any Non-Disclosure Agreement executed by and between the parties, to the extent Lightspin receives any Feedback from you, Lightspin may use and include any such Feedback to improve the Platform or for any other purpose. Accordingly, you hereby irrevocably, exclusively and on a royalty-free basis, assigns, all such Feedback to Lightspin and its affiliates, licensees, clients, partners, third-party providers and other authorized entities may freely use, reproduce, license, distribute, and otherwise commercialize the Feedback as it deems fit.

## **9. Indemnification**

- 9.1. You agree to defend, indemnify, and hold Lightspin, its subsidiaries, affiliates, officers, directors, employees, licensors and agents, harmless from and against any claims, demands, liabilities, damages, losses, and expenses, including without limitation attorney's fees and costs, arising out of or in any way connected with (i) your access to or use of the Platform, including any activity of your cloud services; (ii) your violation of this Agreement (including negligent or wrongful conduct); (iii) your violation of any third party right, including without limitation any intellectual property right, publicity, confidentiality, property or privacy right; or (iv) any data collected using the Platform.
- 9.2. Lightspin shall provide notice to you of any such claim, provided that the failure or delay by Lightspin in providing such notice shall not limit your obligations hereunder. Lightspin reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this Section, and in such case, you agree to cooperate with all reasonable requests in assisting Lightspin's defense of such matter.
- 9.3. You may not settle any claim for which Lightspin is entitled to indemnification hereunder without Lightspin's prior written consent.

## **10. Assignment**

You shall not assign this Agreement or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of Lightspin. Any purported assignment or delegation by you without the appropriate prior written consent of Lightspin will be null and void. Lightspin may assign this Agreement or all or any rights hereunder without restriction.

## **11. Miscellaneous**

- 11.1. This Agreement is the final, complete and exclusive agreement between the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous understandings and agreements relating to such subject matter, whether oral or written.
- 11.2. This Agreement may only be modified in writing signed by an authorized officer of Lightspin.
- 11.3. No purchase order or other form submitted by you will modify, supersede, add to or in any way vary this Agreement, unless specifically set forth therein.
- 11.4. The heading references herein are for convenience purposes only, do not constitute a part of this Agreement and will not be deemed to limit or affect any of the provisions hereof.
- 11.5. This Agreement will be governed by and construed in accordance with Israeli law without regard to conflict of law principles. Any disputes relating to this Agreement and the use of the Platform will be subject to the exclusive jurisdiction of the courts of Tel Aviv.
- 11.6. If any of the terms or conditions of this Agreement are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from this Agreement and the remaining terms will continue to apply. If any provision of this Agreement is inconsistent with, or cannot be fully enforced under law, such provision will be construed as limited to the extent necessary to be consistent with and fully enforceable under the law.
- 11.7. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Platform and this Agreement or any related matter must be filed within one year after such claim or cause of action arose or be forever barred. For the avoidance of doubt, the provisions of this Section shall be deemed to constitute a separate written legally binding agreement between Lightspin and you, in accordance with the provisions of Section 19 of the Israeli Limitation Law – 1958.
- 11.8. The failure of Lightspin to enforce any right or provision of this Agreement, or failure to exercise any option to terminate, will not be deemed a waiver of such right or provision and shall not affect the validity of this Agreement or any part thereof, or the right thereafter to enforce each and every provision.
- 11.9. Any waiver or change of any provision of any term in this Agreement will be effective only if in writing.
- 11.10. Any notice or other communication to be given hereunder will be in writing and given (a) by Lightspin via email (in each case to the address that you provide), (b) by User via email to [info@lightspin.io](mailto:info@lightspin.io) or to such other addresses as Lightspin may specify in writing. The date of receipt will be deemed the date on which such notice is transmitted.