

IRONSCALES
End User License Agreement

THIS END USER LICENSE AGREEMENT (“**AGREEMENT**”) CONSTITUTES A BINDING CONTRACT BETWEEN IRONSCALES (AS DEFINED BELOW) AND THE ENTITY IDENTIFIED IN THE ORDER OR THAT OTHERWISE SIGNS THIS AGREEMENT (COLLECTIVELY, “**CUSTOMER**”).

As used herein, “**Ironscales**” means:

- (a) **Ironscales, Inc.** (a Delaware corporation with a place of business at **6 Concourse Pky, Suite #1600, Atlanta GA 30328**), if the Customer is domiciled in the Americas; or
- (b) **Ironscales Global Limited** (a UK company with place of business at **30 Old Bailey, London, United Kingdom, EC4M 7AU**) if the Customer is domiciled in the United Kingdom, Europe or Asia (excluding the Middle East); or
- (c) **Ironscales Ltd.** (an Israeli company with a place of business at **2 Jabotinsky Street, Ramat Gan, Israel**), if the Customer is domiciled in any other jurisdiction.

TAKING ANY STEP TO SET-UP, CONFIGURE AND/OR INSTALL THE PLATFORM SHALL CONSTITUTE CUSTOMER’S ACCEPTANCE OF THE TERMS OF THIS AGREEMENT. IF CUSTOMER DOES NOT AGREE WITH ALL THE TERMS OF THIS AGREEMENT, IT AND ANYONE ON ITS BEHALF MUST CEASE ALL USE OF THE PLATFORM.

1. DEFINITIONS

- 1.1 “**Affiliate**” means all entities which are controlling, controlled by or under common control with a party. For purposes of this Agreement, “control” means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, whether through ownership or voting securities, by contact or otherwise.
- 1.2 “**Authorized Users**” means the user(s) who have been granted access to manage and administer the Platform on behalf of Customer. Authorized Users must be employees of Customer or its Affiliates.
- 1.3 “**Customer Data**” means any data made available to Ironscales by Customer through or in connection with the use of Platform and this Agreement, including but not limited to, content of emails, attachments and other links provided via Customer’s email servers and other communication platforms, which are processed by the Platform.
- 1.4 “**Documentation**” means the standard documentation and user manuals of the Platform, as made available to Customer from time to time.
- 1.5 “**Order**” means the ordering document (such as a *Sales Order, Order, or Order Form*) entered into between the parties for Customer’s use of the Platform, and any other ancillary services and products provided by Ironscales.
- 1.6 “**Partner**” means a reseller or distributor authorized by Ironscales to market, distribute, sell, operate, and/or support the Platform.
- 1.7 “**Platform**” means Ironscales’ messaging security platform and anti-phishing solution, as further detailed and licensed under the applicable Order (or Partner Order).

- 1.8 **"Platform Analyses"** means aggregated information and data related to the Customer's use of the Platform, the Customer's network architecture and layout, the Platform's functions and processes as carried out on the Customer's network, security threats in the Customer's network that the Platform has detected and that does not identify the Customer (or its Authorized Users or other entities), as well as data and information retained or compiled by Ironscales (or on Ironscales' behalf) by reviewing, using, processing, analyzing, transforming or storing data and information (which may include segments of Customer Data) for providing and/or improving the Platform or Ironscales' other product or service offerings.
- 1.9 **"Subscription Scope"** means any Platform-related usage or consumption limitations, entitlements, and parameters (for example, number of email domains, number of Authorized Users, available features and functionalities, etc.) specified in the Order.

2. LICENSE GRANT, RESTRICTIONS, AND PROHIBITIONS

- 2.1 **License Grant.** Subject to the terms and conditions of this Agreement, Ironscales hereby grants to Customer a worldwide, non-exclusive, time-limited, non-transferrable (except as provided in Section 12.2), non-sub licensable right and license, during the Term, for its Authorized Users to access and use the Platform solely for Customer's internal business purposes and in accordance with the Documentation (the **"Subscription"**).

For the avoidance of doubt: (i) the Subscription is subject to the applicable Subscription Scope, and Customer shall not use any technical or other means within, or external to, the Platform to exceed or circumvent the Subscription Scope, (ii) the Platform is only licensed or provided on a subscription basis (and is not sold) hereunder. Any rights not expressly granted herein are hereby reserved by Ironscales and its licensors, and, except for the Subscription, Customer is granted no other right or license in or to the Platform, whether by implied license, estoppel, exhaustion, operation of law, or otherwise; (iii) Customer shall remain primarily responsible and liable for its Authorized Users' acts and omissions in connection with this Agreement, as fully as if they were the acts and omission of Customer.

- 2.2 **License Restrictions.** Except as explicitly permitted in this Agreement or an applicable Order, Customer shall not, and shall not permit any third party to, do any of the following (collectively, **"Usage Restrictions"**): (1) sell, assign, transfer, lease, rent, distribute, resell, sublicense, lease, time-share or otherwise make the Platform available to a third-party (such as offering it as part of a time-sharing, outsourcing or service bureau environment); (2) attempt to gain unauthorized access to the Platform or disrupt the performance of the Platform; (3) modify, adapt, translate, copy, create public Internet "links" to, "frame", or "mirror" or make derivative works based on the Platform (including any data provided and/or included therein which is not Customer Data); (4) decompile, disassemble, decrypt, extract, reverse engineer or otherwise attempt to derive the source code, underlying algorithms or non-literal aspects (such as the underlying structure, sequence, organization, file formats, non-public APIs or ideas) of the Platform; (5) remove, conceal or alter any copyright, trademarks or other proprietary rights notices displayed on or related to the Platform; (6) use the Platform in a manner that violates or infringes any rights of any third party, including but not limited to, privacy rights, publicity rights or intellectual property rights; (7) use or access the Platform to build a competitive product, platform or service or copying its features or user interface, as well as product benchmarking or other comparative analysis for any external use; (8) publicly perform, display or communicate the Platform; (9) circumvent, disable or otherwise interfere with security-related or technical features or protocols of the Platform; (10) store or transmit any robot, malware, Trojan horse, spyware, or similar malicious item intended (or that has the potential) to damage or disrupt the Platform, or use any robot, spider, scraper, or any other automated means to access the Platform; (11) employ any hardware, software, device, or technique to pool connections or reduce the number of users indicated in the Order; (12) forge or manipulate identifiers in order to disguise the origin of any Customer Data; (13) take any action that

imposes or may impose (as determined in Ironscales' reasonable discretion) an unreasonable or disproportionately large load on the servers, network, bandwidth, or other cloud infrastructure which operate or support the Platform, or otherwise systematically abuse or disrupt the integrity of such servers, network, bandwidth, or infrastructure; (14) use the Platform in connection with any stress test, penetration test, competitive benchmarking or analysis, or vulnerability scanning, or otherwise publish or disclose (without Ironscales' prior express written approval) any of the results of such activities or other performance data of the Platform; or (15) use the Platform to circumvent the security of another person's network/information, develop malware, or for any unauthorized surreptitious surveillance, data modification, data exfiltration, data ransom or data destruction.

- 2.3 **Fraudulent Use of the Platform.** Without prejudice to any other right Ironscales has under this Agreement or under applicable law, Ironscales may employ technological measures to detect and prevent fraudulent or unauthorized use of the Platform or parts thereof. Ironscales may suspend Customer's use of the Platform, if Ironscales, at its sole but reasonable discretion, has deemed Customer's use of the Platform (or any Authorized User on its behalf) to be fraudulent or outside the scope of the license granted herein.
- 2.4 **Features and Functionalities.** Ironscales may, from time to time, modify and replace the features and functionalities (but not material functionalities to which Customer is entitled under an Order, unless it improves the material functionality), as well as the user interface, of the Platform. Some features and functionalities may in any event be restricted by geography or otherwise in order for Company to comply with applicable law or commitments to third parties. Customer agrees that its purchase hereunder is not contingent on the delivery of any future functionality or feature, or dependent on any oral or written statements made by or on behalf of Company regarding future functionalities or features.
- 2.5 **Purchase of License from Partner.** If Customer has purchased the right to use the Platform granted hereunder from a Partner, then, to the extent there is any conflict between this Agreement and the agreement entered into between Customer and the respective Partner, including any Partner Order, then, as between Customer and Ironscales, this Agreement shall prevail. Any rights granted to Customer in such Partner Order which are not provided in this Agreement, shall not obligate Ironscales and Customer must seek redress or realization or enforcement of such rights solely with such Partner and not from Ironscales.

3. USE OF PERSONAL DATA

- 3.1 **DPA.** Ironscales' processing of personal data included in the Customer Data (excluding Platform Analyses and Analytic Tools) shall be subject to the Ironscales Data Processing Addendum located at <https://ironscales.com/DPA/> (or any substituted URL upon Ironscales notice to Customer), which is incorporated into and made a part of this Agreement by reference ("DPA"). Ironscales may update the DPA from time to time by notice to Customer as necessary (i) to comply with Data Protection Law (as defined in the DPA), and (ii) for other purposes determined by Ironscales in its reasonable discretion so long as there is no material degradation to the overall protections set forth therein.
- 3.2 **Privacy Policy.** Any other use of personal data by Ironscales in connection with the Platform which is not specified in the DPA (including the use of the Platform Analyses and analytic tools), shall be subject to Ironscales' privacy policy, available at: <https://ironscales.com/privacy-policy/>, as may be updated from time to time.

4. SUPPORT SERVICES

- 4.1 **Support Services.** Ironscales will provide support services for the Platform in accordance with the support terms set forth in **Exhibit A ("Support Terms")**, which may be updated from time to time, provided that such updates do not materially degrade the Support Terms (when taken as a whole).

5. FEES & PAYMENT TERMS

- 5.1 **Fees.** Customer shall pay Ironscales all fees and other charges specified in the applicable Order (or Partner Order, if applicable) ("**Fees**").
- 5.2 **Payment.** Unless otherwise specified in the applicable Order (or Partner Order, if applicable): (a) all Fees are stated, and are to be paid, in US Dollars; (b) the billing cycle for the Subscription shall be on an annual basis; (c) all Fees are shall be paid in advance at the commencement of each billing cycle (except for Fees for overages, which are charged in arrears), and Ironscales shall be entitled to invoice Customer at the commencement of each billing cycle; (d) Customer shall pay each invoice within thirty (30) days of the date of invoice; (e) all payments and payment obligations under this Agreement are non-refundable, and are without any right of set-off or cancellation; and (f) Ironscales shall be entitled to issue invoices (and any associated reporting) and billing notices via email to the applicable Customer contact email address specified in the Order and/or via a functionality of the Platform.
- 5.3 **Delay in Payment.** Payments of Fees after their due date will incur interest at a rate equal to one percent (1%) per month (i.e., 12% per annum) or the highest rate permitted by applicable law, whichever is less. If any amount owing by Customer under this Agreement is thirty (30) or more days overdue, Ironscales may, without limiting its other rights and remedies, suspend Customer's access to the Platform as well as Ironscales' other performance under this Agreement.
- 5.4 **Payment Disputes.** In the event Customer disputes an invoiced amount in good faith, Customer shall notify Ironscales of such dispute, providing any relevant information regarding the circumstances of the dispute within 30 days of date of receipt of invoice and the parties shall work together promptly and in good faith to resolve such dispute and Customer shall pay the amount not disputed in accordance with the applicable payment terms.
- 5.5 **Taxes.** All amounts payable by Customer hereunder are exclusive of all duties and taxes, including but not limited to sales, use, goods and services, excise or value added taxes and withholding taxes (collectively, "**Taxes**"). Where applicable, Customer shall pay and bear all Taxes associated with this Agreement, excluding taxes based solely on Ironscales' net income. Customer must provide a valid tax exemption certificate if claiming a tax exemption. In the event that Customer is required by applicable law to withhold or deduct taxes for any payment under this Agreement, then the amounts due to Ironscales shall be increased by the amount necessary so that Ironscales receives and retains, free from liability for any deduction or withholding, an amount equal to the amount it would have received had Customer not made any such withholding or deduction.

6. PROPRIETARY RIGHTS; THIRD PARTY COMPONENTS

- 6.1 **Ownership by Customer.** Customer is the sole owner of all intellectual property rights in the Customer Data (excluding any Platform Analysis) and in any report provided to Customer through the Platform based on Customer Data ("**Reports**"). Customer hereby grants Ironscales a non-exclusive right to use the Customer Data and Reports during the Term in order to provide the Platform.
- 6.2 **Ownership by Ironscales.** As between Customer and Ironscales, Ironscales is, and shall be, the sole owner of all right, title, and interest (including without limitation all intellectual property rights) in and to: (i) all materials provided by Ironscales hereunder, including without limitation the Platform and Documentation (but excluding the Reports), (ii) Ironscales' other Confidential Information, (iii) Ironscales' names, trademarks, trade names, logos, and any related copyrighted materials, (iv) Platform Analyses, and (vi) any improvements, derivative works, enhancements, and/or modifications of/to any of the foregoing, as well as any other

intellectual property rights conceived, authored, or otherwise developed pursuant to this Agreement, in each case regardless of inventorship or authorship, and Customer acknowledges that it has no rights thereto except as expressly set forth herein. To the extent any of the foregoing intellectual property rights do not automatically vest in Ironscales, Customer hereby irrevocably assigns (and shall assign) same to Ironscales (and its designees, successors, and assigns), and undertakes to do all things reasonably requested by Ironscales (including without limitation executing, filing, and delivering instruments of assignment and recordation), at Ironscales' expense, to perfect such ownership rights.

6.3 **Platform Analyses and Analytic Tools.** Ironscales may compile Platform Analyses in an aggregated, de-identified or anonymized form to create statistical analyses for research and development purposes, including by reviewing, using, processing, analyzing, transforming, and/or storing data and information (which may include segments of Customer Data) to provide and/or improve the Platform and Ironscales' other product and service offerings. The Platform may incorporate analytics tools in order to optimize Customer's use and experience of the Platform. For clarity, Platform Analyses shall not be considered Confidential Information of the Customer.

6.4 **Feedback.** Customer hereby grants Ironscales and its Affiliates a worldwide, non-exclusive, royalty-free, paid-up, sublicensable, transferable, perpetual, and irrevocable right and license to use, copy, process, create derivative works of, publish, distribute, and otherwise commercially exploit Feedback (as defined below), and Ironscales shall not be obligated to compensate or credit Customer or the individual providing such Feedback in any manner. No Feedback shall be deemed Customer Confidential Information to the extent that such Feedback relates to Ironscales' Platform, services, and/or technology. "**Feedback**" means any suggestion, idea, enhancement request, or other feedback of or about the Platform, provided by or on behalf of Customer. There are no implied rights and all rights not expressly granted herein are reserved.

6.5 **Third Party Components and Sources.** The Platform uses and/or includes third party software, files, libraries that are based, among others, on third-party sources, as well as components that are subject to third party open source license terms. A list of such sources and components may be provided to Customer upon written request to Ironscales. Accordingly, and without derogating from anything in this Agreement, Ironscales hereby disclaims any and all express and/or implied warranties with respect to any Report and/or recommendation provided in connection with or based on such features and third-party sources.

7. CONFIDENTIAL INFORMATION.

7.1 **Confidential Information.** Each party agrees that "**Confidential Information**" includes, without limitation, all information provided by a party ("**Disclosing Party**") to the other party ("**Receiving Party**") that is either designated as confidential at the time of disclosure or should reasonably be considered, given the nature of the information or the circumstances surrounding its disclosure, to be confidential. For the avoidance of doubt, Ironscales' Confidential Information includes all non-public Platform features, information regarding pricing of its products and services and any details regarding its marketing or business strategies. The Receiving Party will only use the Disclosing Party's Confidential Information in connection with this Agreement and will not disclose it to any third party, except to the Receiving Party's and its Affiliates' and subcontractors' employees, directors, consultants (collectively, "**Representatives**") who have a need to know, and are subject to non-disclosure obligations with terms no less restrictive than those herein. The Receiving Party shall remain liable for any acts or omissions of its Representatives with respect to the Disclosing Party's Confidential Information.

- 7.2 **Exclusions.** The duties described in Section 7.1 will not apply to any information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) is rightfully known by the Receiving Party prior to disclosure by the Disclosing Party; (c) is rightfully obtained by the Receiving Party without restriction from a third party not known by the Receiving Party to be subject to restrictions on disclosure; or (d) is disclosed by the Receiving Party with the prior written approval of the Disclosing Party. Notwithstanding the foregoing, the Receiving Party may also disclose Confidential Information if and only to the extent it is required to be disclosed by law or regulatory or court order, so long as, if permitted under applicable law, Receiving Party provides advance notice to the Disclosing Party as promptly as possible and reasonably cooperates with the Disclosing Party's efforts to limit or obtain a protective order or other relief regarding such disclosure at Disclosing Party's expense.
- 7.3 **Injunctive Relief.** Both parties hereby agree that the Confidential Information to be disclosed hereunder is of a unique and valuable character, that damages to the Disclosing Party that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate and that such party agrees that the Disclosing Party has no adequate remedy at law. The parties further agree that the Disclosing Party shall be entitled to seek injunctive relief (without the posting of any bond or other security) preventing the further use and/or disclosure of any Confidential Information in violation of the terms hereof.
- 7.4 **Return and Destruction.** Upon termination of this Agreement, the Receiving Party will, upon written request, promptly destroy or return the Disclosing Party's Confidential Information and all copies thereof, provided that the Receiving Party shall not be obligated to erase Confidential Information contained in archived computer system backups in accordance with its data retention policy, including security and/or disaster recovery procedures, provided further that any such retained Confidential Information shall continue to be protected by the confidentiality obligations of this Agreement.

8. WARRANTIES; DISCLAIMERS

- 8.1 **Mutual Warranties.** Each party warrants that it: (a) has the legal power to enter into this Agreement and to perform its obligations hereunder; and (b) will comply with all applicable laws in its performance hereunder.
- 8.2 **Customer Warranties.** Customer warrants that it has all legal rights to all Customer Data, including the right to provide Customer Data to Ironscales in accordance with the terms of this Agreement.
- 8.3 **Warranty Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTIES INCLUDED IN THIS SECTION 8, THE PLATFORM, THE REPORTS, AS WELL AS ANY OTHER GOODS AND SERVICES PROVIDED OR MADE AVAILABLE BY OR ON BEHALF OF IRONSCALES HEREUNDER ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IRONSCALES HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, QUALITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR THAT OTHERWISE ARISE FROM A COURSE OF PERFORMANCE OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IRONSCALES SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES: (A) THAT THE PLATFORM WILL MEET CUSTOMER'S REQUIREMENTS OR FULFILL ANY OF CUSTOMER'S NEEDS; (B) REGARDING THE OPERATION OF ANY CELLULAR NETWORKS, THE PASSING OR TRANSMISSION OF DATA VIA ANY NETWORKS OR THE CLOUD, OR ANY OTHER CELLULAR OR DATA CONNECTIVITY PROBLEMS, AND IRONSCALES WILL NOT BE LIABLE OR OBLIGATED IN RESPECT OF DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR FOR ISSUES RELATED TO HOSTING PROVIDERS OR PUBLIC NETWORKS. TO THE EXTENT IRONSCALES MAY NOT, AS A MATTER OF APPLICABLE LAW, DISCLAIM ANY WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY SHALL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

8.4 Additional Disclaimers. Customer acknowledges that the Platform and Ironscales' services rely on network, infrastructure, hardware and software, partly managed and operated by others, including Ironscales' Affiliates and third-party subcontractors to Ironscales. Ironscales does not warrant that the Platform will operate in an uninterrupted or error-free manner, or that it will always be available, free from errors or omissions, malfunctions, bugs or failures, including hardware failures, software failures and software communication failures. Customer further acknowledges that certain aspects of the Platform are designed for training purposes, and may include developing, customizing, and sending fake cyber security attack campaigns for purposes of employee training, but that Customer, and not Ironscales or its Affiliates, will be responsible for its compliance with all applicable laws and governmental regulations, and any results in connection with Customer's use of the Platform. For the avoidance of doubt, Ironscales will assume no liability whatsoever for damages incurred or sums paid by Customer or anyone on its behalf, in connection with any fault by Customer or any third party's harmful components impacting Customer's computer network (such as computer viruses, worms, computer sabotage, or "denial of service" attacks)

9. INDEMNIFICATION

9.1 Ironscales Indemnity. Subject to Section 9.3 (*Indemnification Procedure*), Ironscales will indemnify and defend Customer against all damages finally awarded by a court of competent jurisdiction (or agreed pursuant to a settlement agreement signed by Ironscales) under any actions, proceedings, suits, claims or demands that may be brought or instituted against Customer, during the Term and for a period of six (6) months thereafter, by any third party alleging that Customer's use of the Platform in accordance with the terms of this Agreement infringes such third party's intellectual property rights ("**Infringement Claims**"). Notwithstanding the foregoing, Ironscales shall have no liability or obligation hereunder with respect to any Infringement Claim to the extent arising from or related to (a) any use of the Platform or Documentation other than in accordance with this Agreement; (b) modifications, adaptations, alterations, or enhancements of the Platform not created by or on behalf of Ironscales; (c) the combination of the Platform with items not supplied by Ironscales or approved for use with the Platform by Ironscales in the Documentation to the extent such claim would not have arisen but for the combination; and/or (d) Customer's continuing use of any version of the Platform after an update, modification or replacement of the Platform is made available to the Customer and Customer fails to implement within a reasonable period of time. If the Platform or any part thereof becomes, or in Ironscales' opinion may become, subject to an Infringement Claim or Customer's use thereof may be otherwise enjoined, Ironscales may, at its option, either: (i) procure for Customer the right to continue using the Platform; (ii) replace or modify the Platform so that it is non-infringing; or (iii) if neither of the foregoing alternatives is reasonably practical, terminate this Agreement and refund any prepaid fees for the unexpired term, if any. This Section 9.1 states Ironscales' entire liability and Customer's exclusive remedy for infringement.

9.2 Customer Indemnity. Subject to Section 9.3 (*Indemnification Procedure*), Customer will indemnify, defend, and hold harmless Ironscales and its Affiliates against all damages finally awarded by a court of competent jurisdiction (or agreed pursuant to a settlement agreement signed by Customer) arising from any actions, proceedings, suits, claims or demands that may be brought or instituted against Ironscales or its Affiliates by any third party: (a) alleging that Customer Data infringes, misappropriates, or violates any third party's intellectual property rights or privacy rights, or any law or regulation.; and/or (b) arising from Customer's breach of the Subscription or unauthorized use of the Platform (each of (a) and (b) a "**Claim Against Ironscales**").

9.3 Indemnification Procedure. The party to be indemnified shall give prompt written notice of the Infringement Claim or Claim Against Ironscales, as the case may be (each, a "**Claim**"), shall refrain from admitting any liability under the Claim, shall cede to the indemnifying party sole control of the defense and/or settlement of any Claim (provided that the indemnifying party shall not enter into any settlement that admits liability on

behalf of the indemnified party or imposes any obligations on the indemnified party without prior written consent of such indemnified party, excepting only payment of amounts indemnified hereunder or, in the case of an Infringement Claim, cessation of use of the allegedly infringing item), and shall fully cooperate with the indemnifying party in the defense of the Claim. The indemnified party shall be entitled to participate in the defense of the Claim at its own cost and expense.

10. LIMITATION OF LIABILITY.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR CUSTOMER'S BREACH OF IRONSCALES' INTELLECTUAL PROPERTY RIGHTS (FOR EXAMPLE, A BREACH OF THE SUBSCRIPTION OR THE USAGE RESTRICTIONS): (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, COLLATERAL, PUNITIVE, OR INCIDENTAL DAMAGES, FOR ANY LOSS OF BUSINESS, REVENUES, PROFITS, OR ANTICIPATED SAVINGS, FOR ANY LOSS OF OR DAMAGE TO REPUTATION OR GOODWILL, FOR ANY INTERRUPTION OF USE, WASTED EXPENDITURE, OR LOSS OR INACCURACY OF DATA, OR FOR THE COST OF PROCURING ANY SUBSTITUTE TECHNOLOGY, GOODS OR SERVICES; AND (B) EACH PARTY'S AGGREGATE LIABILITY UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT SHALL NOT EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO IRONSCALES UNDER THE SPECIFIC ORDER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.

THE FOREGOING EXCLUSIONS AND LIMITATION SHALL APPLY: (i) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW; (ii) EVEN IF A PARTY HAS BEEN ADVISED, OR SHOULD HAVE BEEN AWARE, OF THE POSSIBILITY OF LOSSES, DAMAGES, OR COSTS; (iii) EVEN IF ANY REMEDY IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE; AND (iv) REGARDLESS OF THE THEORY OR BASIS OF LIABILITY, AND WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY), STRICT LIABILITY, MISREPRESENTATION, OR OTHERWISE.

11. TERM; TERMINATION

11.1 **Term.** The term of this Agreement shall commence on the earlier of: (i) Customer's access to the Platform; or (ii) the date set forth in the Order and continue until no Orders remain in effect hereunder, including any Renewal Periods as defined herein, unless otherwise terminated as stated below (the "**Term**"). The subscription term under an Order (referred to therein as the "**Subscription Period**") shall be as set forth in such Order and if no such term is set forth, the subscription shall continue for one (1) year from the effective date of such Order. The Subscription Period granted under each Order shall automatically renew for additional one (1) year terms following the end of each Subscription Period unless either party provides written notice of non-renewal of such Subscription Period to the other party, not less than forty-five (45) days prior to the expiration thereof (the "**Renewal Periods**"). For each annual Renewal Period, pricing under the applicable Order will be automatically increased by ten percent (10%).

11.2 **Termination.** Either party may terminate this Agreement: (a) at any time, if the other party fails to cure a material breach of any of its obligations hereunder within thirty (30) days after receipt of written notice; (b) immediately upon written notice if the other Party commits a non-remediable, material breach or (c) immediately upon written notice, if the other party makes any assignment for the benefit of creditors, or a receiver, trustee in bankruptcy or similar officer is appointed to take charge of any or all of the other party's property, or the other party seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding or such proceeding is instituted against the other party and is not dismissed within 90 days, or the other party becomes insolvent or, without a successor, dissolves, liquidates or otherwise fails to operate in the ordinary course.

11.3 Effect of Termination. Upon expiration the remaining Order or termination of this Agreement, Customer shall discontinue any further use and access to the Platform and shall promptly pay any and all outstanding amounts owed to Ironscales. In the event that this Agreement is terminated due to Customer's breach, then all outstanding Orders shall be terminated immediately. For the removal of any doubt, no refunds or any portion thereof will be made except as explicitly set forth herein.

11.4 Survival. Notwithstanding any termination of this Agreement, Sections 6 (Proprietary Rights), 7 (Confidential Information), 9 (Indemnification), 10 (Limitation of Liability), 11.3 (Effect of Termination), 12 (General Provisions), and the DPA as provided therein, shall survive and continue to be in effect in accordance with their terms.

12. GENERAL PROVISIONS

12.1 Entire Agreement. This Agreement (including all Orders, as well as Exhibits attached hereto and the DPA incorporated herein) constitutes the entire agreement, and supersedes all prior negotiations, understandings or agreements (oral or written), between the parties regarding the subject matter of this Agreement (and all past dealing or industry custom). Any inconsistent or additional terms on any related Customer-issued purchase orders, vendor forms, invoices, policies, confirmation or similar form, even if signed by the parties hereafter, will be void and of no effect. To the extent of any conflict between the terms of this Agreement and the terms of any Order, the terms of this Agreement will control unless: (A) otherwise explicitly set forth in an Order, or (B) the conflict relates specifically to the particulars of the Subscription. This Agreement may be executed in one or more counterparts, each of which will be an original, but taken together constituting one and the same instrument. Execution of a facsimile/electronic copy will have the same force and effect as execution of an original, and a facsimile/ electronic signature will be deemed an original and valid signature. No modification, consent or waiver under this Agreement will be effective unless in writing and signed by both parties. The failure of either party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

12.2 Assignment. This Agreement may not be assigned by Customer, in whole or in part, without Ironscales' prior express written consent, excepting only to its Affiliates upon written notice to Ironscales. Ironscales may assign this Agreement, in whole or in part, without restriction or obligation. Any prohibited assignment will be null and void. Subject to the provisions of this Section (Assignment), this Agreement will bind and inure to the benefit of each party and its respective successors and assigns.

12.3 Notices. All notices and demands hereunder shall be in writing and shall be delivered to the address of the Receiving Party referenced below (or at such different address as may be designated by such party by written notice to the other party). All notices or demands shall be served by personal service or sent by certified, registered or signed-for mail, return receipt requested, by reputable national or international private express courier, or by electronic transmission, with confirmation received, to the email address specified below, and shall be deemed complete upon receipt: **To Ironscales:** the address listed in the applicable Order or by email to legal@ironscales.com. **To Customer:** the address and contact information listed in the applicable Order.

12.4 Relationship of the Parties. Customer and Ironscales shall operate solely as independent contractors. Nothing in this Agreement shall be construed to create a relationship of employer and employee, principal and agent, joint venture, franchise, fiduciary, partnership, association, or otherwise between the parties. Neither party has any authority to enter into agreements of any kind on behalf of the other party and neither party will create or attempt to create any obligation, express or implied, on behalf of the other party.

12.5 Export and Import Compliance. Customer shall comply with all applicable import, export and re-export regulations, including but not limited to, any regulations of the Office of Export Administration of the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies and the export control regulations of the European Union.

12.6 Use of Customer Name. Ironscales may use Customer's name, logo, and trademarks and refer to its relationship with Customer in its business development and marketing efforts. Any such use will be in compliance with Customer's trademark and branding guidelines as may be provided to Ironscales. Moreover: (a) within thirty (30) days of the Effective Date, Customer agrees to provide a quote from one of Customer's executives about the Platform, for publication in Ironscales' marketing materials, such as its website; and (b) Customer agrees to reasonably cooperate with Ironscales in the creation and promotion of a case-study to be published in Ironscales' marketing materials, such as its website. For the avoidance of doubt, use and publication of such quotes and case-study shall be at Ironscales' sole discretion.

12.7 Force Majeure. Except for payment obligations, neither party shall have any liability under, and shall not be deemed in breach of, the Agreement to the extent that the performance of its obligations is delayed, hindered or prevented by an event or circumstance outside the reasonable control of the party, including without limitation fire, storm, flood, earthquake, adverse weather conditions, pandemic, explosions, Acts of God, terrorism or the threat thereof, nuclear, chemical or biological contamination, compliance with any law, governmental controls, restrictions or prohibitions, general strikes, lock-outs, industrial action or employment dispute not caused by or specific or limited to the affected party, protests, public disorder, general interruptions in communications or power supply, and denial of service attacks.

12.8 Governing Law; Jurisdiction. This Agreement shall be governed by and construed under applicable laws as follows based on the location of the particular Ironscales entity contracting hereunder:

If the Ironscales entity is Ironscales, Inc., the governing law will be the State of Georgia, USA and the exclusive jurisdiction will be the state and federal courts of Fulton County (Atlanta), Georgia, USA.

If the Ironscales entity is Ironscales Global Limited, the governing law will be the laws of England and Wales, and the exclusive jurisdiction will be the courts of London, England.

If the Ironscales entity is Ironscales Ltd., the governing law will be the laws of Israel, and the exclusive jurisdiction will be the courts of Tel Aviv, Israel.

The aforementioned will be without reference to principles and laws relating to the conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods, as well as the Uniform Computer Information Transactions Act, shall not apply to this Agreement and are hereby disclaimed. Notwithstanding the foregoing, the applicable Ironscales entity shall be entitled to seek injunctive, and other equitable relief, in any court of competent jurisdiction. EACH PARTY IRREVOCABLY WAIVES ITS RIGHT TO TRIAL OF ANY ISSUE BY JURY. EXCEPT TO SEEK EQUITABLE RELIEF, PAYMENT OF FEES, OR TO OTHERWISE PROTECT OR ENFORCE A PARTY'S INTELLECTUAL PROPERTY RIGHTS OR CONFIDENTIALITY OBLIGATIONS, NO ACTION, REGARDLESS OF FORM, UNDER THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE (1) YEAR AFTER THE DATE ON WHICH THE CORRESPONDING LIABILITY AROSE. Any claims or damages that Customer may have against Ironscales shall only be enforceable against Ironscales, and not any other entity or against Ironscales' officers, directors, representatives, employees, or agents.

IN WITNESS WHEREOF, the parties have caused their authorized signatories to have duly executed this Agreement:

IRONSCALES

Customer:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

IRONSCALES - Support Terms

1. SERVICE

- 1.1** Ironscales shall use commercially reasonable efforts to make the Platform available 24 hours a day, 7 days a week, except for: (a) planned downtime (for which Ironscales shall provide notice for), (b) downtime caused by Customer's breach under the Agreement, and/or (c) unavailability caused by force majeure circumstances or other causes beyond Ironscales' reasonable control. Customer's email traffic will not be impacted in the event of Platform downtime.
- 1.2** False positive rate of identifying phishing emails will be less than 5% (where under the control of Ironscales – not including Customer's SOC team classifications).

2. SUPPORT

- 2.1 Support Request.** For the purposes of this Exhibit, a "**Support Request**" is generally defined as a request for support to fix a bug in an existing released version of the Platform or a request for support that involves functionality thereof.
- 2.2 Levels of Support.** Two levels of support are provided under this agreement. These levels, which are integrated into Ironscales' support process, are defined as follows:
- 2.2.1 Standard Coverage.** This level is inclusive within these Support Terms with no further cost.
- 2.2.2 On Premise Coverage.** Requires a remote access to the site, for support purposes as a prerequisite for remote-support. On premise coverage support service does not include travel & accommodation expenses to and from the site upon a support call that requires an on-site visit, which shall be invoiced separately.
- 2.3 Standard Support Coverage.** This is support provided by the appropriate Ironscales' help desk when it receives the Support Request from the Customer. Customer shall open a support ticket for Ironscales', which is then passed to Ironscales' support specialists.
- 2.4 Call Management Process.** Ironscales' problem-ticket system will be used by all support team levels (where approval and technical access has been granted) to record and track all problem reports, inquiries, or other types of calls received by support. Support Requests are taken by Ironscales' Help Desk as follows:

Help Desks	Hours	Phone Contact
Standard Coverage	2:00 a.m. – 5:00 p.m. Monday - Friday 2:00 a.m. – 11:00 a.m. Sunday	US +188-8343-7214 UK +44-80-0041-8133 IL +972-73-796-9729
Support email	support@ironscales.com	

2.5 Response Time: The guaranteed response time following any critical/outage incident shall be 24 hours or less. The guaranteed response for any other incidents shall be within one (1) business day or less, normal business hours (2:00 a.m. – 5:00 p.m., Monday – Friday; and 2:00 a.m. – 11:00 a.m., Sunday all U.S. Eastern Time) on a best effort basis. The response time begins when the request is logged with IRONSCALES' problem ticketing system and is stopped when a response has been initiated from Ironscales.

2.6 Tickets severity will be classified, by Ironscales, as Critical, High, Medium or Low as defined below. Ironscales will utilize best efforts to provide a workaround or hot fix to critical (Severity 1) tickets provided within 48 hours from Ironscales response to the ticket.

Severity 1 – Critical - Production is down or a major malfunction resulting in a product inoperative condition with no workaround immediately available. All or a clear majority of admins are not able to access the system, to reasonably perform their normal functions. Mailbox protection is not working across the environment.

Severity 2 – High - Major functionality is severely impaired. Operations can continue in a restricted fashion, although long-term productivity might be adversely affected.

Severity 3 – Normal – Partial, non-critical loss to functionality of product. Users or mailboxes may be affected but the product is operational for the majority users and mailboxes.

Severity 4 – Low - Minor problems or questions that do not affect product functionality, such as How-To's, documentation, and general questions. Cosmetic issues that do not affect the functionality of the product.

3. ROLES OF IRONSCALES

3.1 Ironscales has the following general responsibilities under these Support Terms:

3.1.1 Once a support request has been submitted, Ironscales will make itself available to work with the Customer support resource assigned to the support request within the stated response time.

3.1.2 Ironscales will attempt to resolve problems over the phone/online on first call.

3.1.3 The Customer end-users will not contact Ironscales' support resources directly to report a problem. All problem calls must be logged through the appropriate Help Desk.

3.1.4 Ironscales will provide all necessary and requested documentation, information, and knowledge capital to the Customer prior to the start of support of Ironscales' Platform.

4. RELATIONSHIP WITH AGREEMENT

In the event of any conflict between the provisions of this Exhibit and the provisions of the Agreement, the provisions of this Exhibit shall prevail over the conflicting provisions of the Agreement.

Exhibit B

Incident Management as a Service (IMaaS)

[Note: This Exhibit is only applicable if Customer purchases IMaaS from Ironscales via an Order]

IMaaS Service

The Ironscales *Incident Management as a Service* ("IMaaS") is a 24/7/365 worldwide managed service for users of the Platform. The Platform identifies suspicious emails and auto-classifies them. Additional work is then performed by customers to further classify such e-mails into different categories (e.g., malicious, spam, unknown, valid etc.). The IMaaS acts as a supplement to the efforts of Customer's security teams by providing a team of Ironscales threat response experts to be available to facilitate investigation, analysis and resolution of threat incidents reported by Customer's Office 365 mailbox users, as well as investigation of suspicious low-confidence incidents that may be detected by the underlying *Customer Information System* (CIS) system.

The IMaaS team will leverage its experience with myriad cyberattacks and evasive phishing attacks across numerous organizations and industries to help Customer understand the method of attacks that pose a threat to its enterprise, while making sure that reported incidents are taken care of expeditiously. Such supplemental assistance serves to lessen the burden of Customer's *Security Operations Control* (SOC) and IT staff by providing tactical awareness of its Office 365 security. Threats will be investigated, identified and validated (or not). For actual, validated threats, the IMaaS team will initiate remediation efforts to thwart such phishing attacks or to otherwise classify certain correspondence as nuisance emails.

Goals and Objectives

- 24/7/365 availability
- Worldwide coverage
- Remove alert backlog and fatigue of internal resources
- Expertise on demand
- Timely analysis of malicious phishing attack/cyber incident to understand nature of the attack
- Facilitate and finalize remediation
- Detect changing evasion attacks

Other Requirements and Assumptions

- Customer will ensure it is available for discovery sessions on MS Teams or Zoom (or similar platforms/tools designated by Ironscales) to become familiar with IMaaS and the team.
- Ironscales may recommend third party vendor products and services, as well as communicate with such vendors on the Customer's behalf, but Ironscales does not guarantee, and shall not be responsible or liable for such products and services.
- Given the nature of the IMaaS service and the complexity of phishing attacks, cyber security incidents, Ironscales does guarantee the identification or resolution of attacks or cyber security incidents.