

SEEMPLICITY SECURITY LTD. – SOFTWARE-AS-A-SERVICE AGREEMENT

This Software-as-a-Service Agreement, together with all the exhibits and schedules attached thereto (the “**Agreement**”) is entered into by and between **SEEMPLICITY SECURITY LTD.** and its affiliates (“**Seemplicity**”) and _____ (“**Subscriber**”) on _____.

1. Definitions.

- 1.1. “**Confidential Information**” means all information directly or indirectly disclosed by either party (“**Disclosing Party**”), its affiliates, business partners or their respective employees, contractors or agents to the other party (“**Receiving Party**”), including without limitation (a) non-public information relating to Disclosing Party's or its affiliates' or business partners' technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that Disclosing Party is obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between the parties and/or their affiliates. Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to Receiving Party at the time of its disclosure by Disclosing Party; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by Receiving Party without reference to the Confidential Information.
- 1.2. “**Content**” means data, software (including machine images), text, and/or any other content.
- 1.3. “**Documentation**” means any technical and operations manuals and specifications for the Platform (and/or the Software), as may be provided and amended by Seemplicity from time to time.
- 1.4. “**Feedback**” means all suggested improvements and comments to the Platform that Subscriber provides to Seemplicity.
- 1.5. “**Personal Data**” means data that may be used, either alone or together with other information, to identify an individual user, including, without limitation, a Subscriber's name, address, telephone number, username, email address, city and country, geolocation, unique identifiers, picture, or other similar information and includes personal data as defined in the General Data Protection Regulation 2016 /679 of the European Parliament and of the Council of 27 April 2016 (“**GDPR**”).
- 1.6. “**Platform**” means the Seemplicity cloud security data platform, technology, methodology, know-how, Software, including Seemplicity Content, and any product or services, including but not limited to the Dashboard Services (as defined below), provided by Seemplicity under this Agreement via the Platform. Platform does not include Third Party Content.
- 1.7. “**Third Party Content**” means Content made available to Subscriber by any third party on the Platform or in conjunction therewith.
- 1.8. “**Seemplicity Content**” means Content Seemplicity makes available in connection with the Platform, including the security dashboard, including the arrangement, organization and prioritization of the Subscriber Content therein (the “**Dashboard Services**”), and any Documentation, and other related content.

1.9. "Software" means any software and/or software components Seemplicity may provide to Subscriber as part of the Platform.

1.10. "Subscriber Content" means Content Subscriber (i) post, submit, run on, or upload to the Platform, (ii) cause to interface with the Platform, or (iii) upload to the Platform under Subscriber's account or otherwise transfer, process, use or store in connection with Subscriber's account.

2. Platform.

2.1. Right to Access and Use the Platform. Seemplicity and/or its licensors (if any) own and reserve all right, title, and interest in and to the Platform (as defined below). During the Term (as defined below) Seemplicity grants Subscriber a limited, revocable, non-exclusive, non-sub-licensable, non-transferrable right to access and use the Platform solely in accordance with the Agreement and subject to the Subscriber's compliance with the terms and conditions of the Agreement. In case Seemplicity provides Subscriber with certain Software as part of the Platform, Seemplicity grants Subscriber a limited, revocable, non-exclusive, non-sub-licensable, non-transferrable license to use the Software, solely in accordance with the Agreement and subject to the Subscriber's compliance with the terms and conditions of the Agreement. Except as explicitly provided herein, Subscriber does not obtain any right to the Platform or the Software, including any intellectual property rights.

2.2. Restrictions. Subscriber must not use the Platform (or any part thereof) in any manner or for any purpose other than as expressly permitted in the Agreement. Subscriber shall not, and/or shall not attempt to: (i) modify, alter, tamper with, repair, or otherwise create derivative works of the Platform, or any part thereof; (ii) reverse engineer, disassemble, or decompile the Platform, or apply any other process or procedure to derive the source code of any software included in the Platform. (iii) create links to any content available via the Platform, without Seemplicity's prior written approval; (iv) use manual or automatic devices or software, coding robots or other means to access, explore, extract or index any page on the Platform; (v) scan the Platform, or test the vulnerability of the Platform, or breach the security or authentication measures of the Platform; (v) use logos, trademarks or any other element protected by Seemplicity's intellectual property rights; (vi) simulate the appearance or functioning of the Platform, e.g. by mirroring; (vii) disturb or disrupt the Platform, directly or indirectly, or transmit or activate viruses via or on the Platform. All rights granted to Subscriber in the Agreement are conditional on Subscriber's continued compliance with the Agreement, and such rights will immediately terminate if Subscriber does not comply with any of the terms and condition of the Agreement.

2.3. Subscriber Account.

2.3.1. In order to access the Platform, the creation of a Subscriber account is required (collectively, an "**Account**"). For the creation of an Account, Subscriber must sign-up by providing the following information: Subscriber's name, email, and password.

2.3.2. Subscriber is responsible for all activities that occur under Subscriber's account, regardless of whether the activities are undertaken by Subscriber, Subscriber's employees or any third party and Seemplicity is not responsible for any unauthorized access to Subscriber's account. Subscriber will contact

Seemplicity immediately if Subscriber believes an unauthorized third party may be using Subscriber's account, or if Subscriber's account information is lost or stolen.

2.3.3. Subscriber must create a password to access Subscriber's Account. Subscriber is responsible for maintaining the confidentiality of Subscriber's Account and password and Subscriber must not disclose this information to any other person or entity. Subscriber also acknowledges that Subscriber's Account and password is personal to Subscriber, and Subscriber agrees not to provide any other person with access to the Platform using Subscriber's Account or password. Subscriber agrees to notify Seemplicity immediately of any unauthorized access to or use of Subscriber's Account or password or any other breach of security at security@seemplicity.io.

2.3.4. All information Subscriber provides for registration will be stored and used in accordance with Seemplicity's privacy policy, as may be amended by Seemplicity from time to time.

2.3.5. Seemplicity may impose limits on certain features and services or restrict Subscriber's access to parts of or the entire Platform, terminate or limit any use of the Platform if Subscriber violates this Agreement or Seemplicity otherwise objects to Subscriber's use of the Platform, at Seemplicity's sole discretion.

2.4. Support to Subscriber. Seemplicity shall provide technical support, on a basis of reasonable effort, all in accordance with the terms set forth in the Seemplicity SLA, as may be amended from time to time.

2.5. Availability of the Platform.

2.5.1. Seemplicity will make reasonable commercial efforts to keep the Platform operational at all times. However, Seemplicity might have to change, suspend, or discontinue any aspect of the Platform, or any part thereof, at any time, including the availability of the Platform. Seemplicity reserves the right to update and make operational modifications to the Platform at any time. These updates and operational modifications to the Platform might make access to the Dashboard Services momentarily unavailable. Subscriber acknowledges that it is normal to have a certain amount of system downtime and agrees not to hold Seemplicity liable for any of the consequences of such interruptions.

2.5.2. Subscriber acknowledges that it is informed that the Dashboard Services are partially based on third party services (interface, API, etc.) and that in the event of unavailability (including dysfunction) of one of the Dashboard Services will be unavailable and Seemplicity shall in no case be held responsible for any of the consequences.

2.5.3. The Subscriber undertakes not to expose the Platform to any risk of piracy and attempted attacks on the vulnerability of the Platform and its security system, and to implement all appropriate measures to prevent those aforementioned risks or any other risk that may affect the Platform.

3. Subscriber's Representations and Acknowledgements.

3.1. By accessing and/or using the Platform and/or uploading Subscriber Content to the Platform, Subscriber represents and warrants: (i) that Subscriber is authorized to enter into the Agreement; (ii) that Subscriber will fully comply with the terms and conditions of this Agreement; (iii) that Subscriber is the rightful owner of the Content Subscriber uploads to the Platform or that Subscriber has (and will continue to have)

all the necessary licenses, rights, consents, and permissions from the rightful owners of such consent, and that such content does not infringe any third party's intellectual property rights or other rights, including without limitation, any privacy rights, publicity rights, copyrights, or any other intellectual property rights; (iv) that Subscriber authorizes Seemplicity to arrange, organize and prioritize the Subscriber Content by the Platform; (v) that Subscriber will only let employees or service providers access and use the Platform who have provided Subscriber with written confirmation to comply with the Agreement. Subscriber must keep records of such written confirmations of employees or service providers and provide such records to Seemplicity upon its first demand; (vi) that Subscriber Content is fully compliant with any applicable law; and (vii) Subscriber acknowledges that Seemplicity is not in any way liable for Subscriber Content.

- 3.2.** Subscriber acknowledges that Seemplicity will not bear any liability for any loss, damage, cost, or expense that Subscriber may suffer or incur as a result of or in connection with uploading any Content and Seemplicity is not responsible or liable in any way for the Content uploaded by Subscriber. Subscriber is solely responsible for its Content and the consequences of uploading such Content to the Platform.
- 3.3.** Subscriber acknowledges that the Dashboard Services will be solely based on Subscriber Content uploaded to the Platform. Seemplicity is not responsible for the completeness or accuracy of any such Subscriber Content or for confirming any of it. Moreover, Seemplicity does not assume any responsibility for any third-party products, programs or services, their performance or compliance with Subscriber Content or otherwise.
- 3.4.** Subscriber acknowledges that it will be deemed to have taken any action of employees or service providers with respect to employees' or service providers' access and/or use of the Platform. Subscriber is responsible for employees' or service providers' use of Subscriber Content and the Platform. Subscriber will ensure that all employees or service providers comply with Subscriber's obligations under this Agreement and that the terms of Subscriber's agreement with each employee or service provider are consistent with the Agreement. If Subscriber becomes aware of any violation of Subscriber's obligations under the Agreement by an employee or service provider, Subscriber will immediately terminate such employee's or service provider's access to Subscriber's Content and the Platform.
- 3.5.** Without derogating from the foregoing, Subscriber represents and warrants:
 - 3.5.1.** With respect to Personal Data transferred to Seemplicity (and only to the extent such Personal Data is transferred to Seemplicity) (i) Subscriber shall be considered a Controller (as defined in the GDPR) of such Personal Data; (ii) it has and shall maintain throughout the term all necessary rights and consents required under applicable law to provide Personal Data to Seemplicity; (iii) to the extent the basis of the collection of data is consent, it shall ensure that a record of such consents is maintained, as required under applicable law. The parties shall enter into the Seemplicity data processing agreement, as may be amended from time to time by Seemplicity.
 - 3.5.2.** Subscriber will at all times comply and ensure that Subscriber, its employees, agents and service providers comply with all applicable local, state, provincial, national or international laws or regulations, and policies of regulatory bodies or agencies, including but not limited to: (i) the European Union General Data

Protection Regulation (Regulation 2016/679); (ii) the ePrivacy Directive (Directive 2002/58/EC) or any local or European law implementing or replacing the same; (iii) the California Consumer Privacy Act of 2018, as amended, Cal. Civ. Code 1798.100 et seq., or any regulations implemented pursuant thereto, to the extent applicable.

4. Payment.

4.1. Service Fees. Subscriber shall pay Seemplicity the fees for use of the Platform, as agreed upon by the parties in a purchase order, in accordance with Seemplicity's payment terms, using one of the payment methods Seemplicity supports. All amounts payable under the Agreement will be subject to any deduction or withholding required by law. Any changes to the fees will be mutually agreed upon in writing by the parties hereto.

4.2. Taxes. All fees payable by Subscriber are exclusive of applicable taxes, including VAT and applicable sales tax. Subscriber will provide Seemplicity with any information Seemplicity reasonably requests to determine whether Seemplicity is obligated to collect VAT from Subscriber, including Subscriber's VAT identification number.

5. Term; Termination.

5.1. Term. The term of this Agreement will be as set forth in a purchase order, or, in case a term is not set forth in a purchase order, one (1) year from the execution of this Agreement.

5.2. Termination.

5.2.1. Termination for Cause. Either party may terminate this Agreement for cause upon 10 days' prior notice to the other party in case of any material breach of this Agreement by the other party, unless the defaulting party has cured the material breach within 30 days after being notified about such material breach. For the avoidance of doubt, it shall be clarified that, amongst others, a non-payment by Subscriber of payments owed to Seemplicity hereunder constitutes a material breach.

5.2.2. Immediate Termination. Without derogating from anything herein, Seemplicity may terminate this Agreement immediately upon notice to Subscriber upon the occurrence of one or more of the following (as reasonably determined by Seemplicity) (i) if Subscriber's use of the Platform poses a security risk to Seemplicity, the Platform or to any third party, or might otherwise adversely impact the Platform or the systems or Content of any other Seemplicity Subscriber, and/or may subject Seemplicity, or any third party to liability; (ii) Subscriber has ceased to operate in the ordinary course of business, made an assignment for the benefit of creditors or similar disposition of Subscriber's assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding; (iii) in case Seemplicity's relationship with a third party who provides software or other technology, which Seemplicity uses in order to provide the Platform expires, is terminated or altered; (iv) if providing the Platform creates a substantial economic or technical burden or material security risk for Seemplicity; (iv) in order to comply with applicable law and/or requests of governmental entities.

5.2.3. Immediate Termination or Limitation of Rights. Without derogating from anything herein, Seemplicity may terminate this Agreement immediately in case Subscriber exceeds or otherwise violates the scope of the rights and/or

licenses granted to Subscriber hereunder, or uses the Platform (or any part hereof). At the sole discretion of Seemplicity, Seemplicity may terminate the Agreement, and/or limit any right and/or license of Subscriber to use the Platform (or any part thereof).

5.3. Effect of Termination. Upon any expiration or termination of this Agreement (i) Subscriber's rights under this Agreement shall immediately terminate; (ii) Subscriber shall immediately make any outstanding payments owed to Seemplicity. (iii) In case of a termination by Subscriber because of a material breach by Seemplicity, Subscriber will be entitled to a pro-rated refund of prepaid and unused fees; and (iv) Subscriber will promptly return or, if instructed by Seemplicity, destroy all Seemplicity Content in Subscriber's possession; and (v) Sections 1, 3, 5.3, 6-10 will survive any expiration or termination of this Agreement.

6. Proprietary Rights.

6.1. Platform. All title, ownership rights, and intellectual property rights (including all copyrights, patents, trade secret rights and trademarks) in and to the Platform and the Software shall remain in Seemplicity, and/or its licensors, if any. Seemplicity expressly reserves all rights to the foregoing, and except for the limited grant of rights expressly set forth herein, Seemplicity does not grant Subscriber any right, title, or interest in any intellectual property owned or licensed by Seemplicity. To the extent, if any, that ownership of the Platform, or any part thereof, does not automatically vest in Seemplicity by virtue of the Agreement, or otherwise, Subscriber hereby transfers and assigns to Seemplicity, upon the creation thereof, all rights, title and interest Subscriber may have in and to such Platform (and waives any and all moral rights, as applicable).

6.2. Subscriber Content. Subscriber represents and warrants that: (i) Subscriber and/or Subscriber's licensors own all right, title, and interest in and to Subscriber Content; (ii) Subscriber has all rights in Subscriber Content necessary to grant the rights contemplated by this Agreement. Except as otherwise provided in this section, Seemplicity does not obtain any rights under this Agreement from Subscriber or Subscriber's licensors to Subscriber Content, including any related intellectual property rights. Notwithstanding the foregoing, Subscriber grants Seemplicity a revocable license to use Subscriber's logo, trademarks, trade names, or other designations of Subscriber for marketing purposes during the Term and thereafter.

6.3. Feedback. If Subscriber provides any Feedback to Seemplicity, Subscriber hereby assigns to Seemplicity all right, title, and interest in and to such Feedback. Seemplicity may use such Feedback without any payment or restriction.

7. Indemnification.

7.1. By Subscriber. Subscriber will defend, indemnify, and hold harmless Seemplicity and its licensors, employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (i) breach of this Agreement or violation of applicable law by Subscriber; (ii) breach of any third party agreement; (ii) Subscriber Content, including but not limited to any claim involving alleged infringement or misappropriation of third-party rights by Subscriber Content or by the use, development, design, production, advertising or marketing of Subscriber Content.

- 7.2. By Seemplicity.** Seemplicity will defend, indemnify, and hold harmless Subscriber from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) incurred by Subscriber as a result of third party claims with respect to any breach of such third party's intellectual property due to Seemplicity's acts or omissions under this Agreement, reduced to a final adverse, non -appealable judgment made by a court of competent jurisdiction and actually borne by Subscriber. Seemplicity shall have no obligations or liability hereunder to the extent that the alleged infringement is based on the Subscriber Content. If Seemplicity believes that the Platform might infringe, then Seemplicity may in its sole discretion: (i) obtain (at no additional cost to Subscriber) the right to continue to use the Platform; (ii) replace or modify the allegedly infringing part of the Platform so that it becomes non-infringing while giving substantially equivalent performance; or (iii) if the foregoing clauses (i) and (ii) are not reasonably commercially feasible, terminate this Agreement immediately. This section states Seemplicity's entire liability and Subscriber's exclusive remedy for any claims of infringement.
- 7.3. Indemnification Conditions.** The above defense and indemnification obligations of the indemnifying party under this section are subject to: (i) the indemnified party shall promptly give written notice to the indemnifying party with respect to any claims which may require an indemnification under this Agreement; (ii) the indemnifying party being given immediate and complete control over the defense and/or settlement of the claim (however no compromise or settlement of any claim imposing financial liability upon the indemnified party may be effected without the prior written consent of indemnified party); and (iii) the indemnified party providing cooperation and assistance, in the defense and/or settlement of such claim and not taking any action that prejudices the indemnifying party's defense of or response to such claim.
- 8. Disclaimer.** THE PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SEEMPLICITY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT DEROGATING FROM THE GENERALITY OF THE FOREGOING, SEEMPLICITY MAKES NO WARRANTY THAT (i) THE PLATFORM AND/OR THE SOFTWARE WILL MEET SUBSCRIBER'S EXPECTATIONS; AND (ii) THE PLATFORM AND/OR THE SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. SUBSCRIBER UNDERSTANDS AND AGREES THAT SUBSCRIBER'S USE OF THE PLATFORM AND/OR THE SOFTWARE ARE AT SUBSCRIBER'S OWN RISK, AND SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVES ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE THAT RESULTS FROM THE PLATFORM AND/OR THE SOFTWARE.
- 9. Limitations of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR DATA), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY, SEEMPLICITY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT SEEMPLICITY ACTUALLY RECEIVED BY SUBSCRIBER UNDER THIS AGREEMENT FOR THE PLATFORM THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM.
- 10. Miscellaneous.**

- 10.1. Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the subject matter of this Agreement and supersedes all prior or contemporaneous representations, understandings, agreement, or communications between the parties, whether written or oral, regarding the subject matter of this Agreement. If the terms of this Agreement are in conflict with the terms contained in any other document, the terms of this Agreement will prevail. In case this Agreement is translated, this English version of this Agreement will prevail over any translation. Any modification to this Agreement shall be subject to a written agreement by the parties.
- 10.2. Confidentiality.** The Receiving Party will not disclose Confidential Information of the Disclosing Party during the Term or at any time during five (5) years following the end of the Term.
- 10.3. Relationship of the Parties.** The parties are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other party or has the authority to represent and/or bind the other party. This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.
- 10.4. Notice.** Any notice or communication required or permitted to be given by either party hereunder, (a) if delivered by hand, shall be deemed to have been received on the date of delivery; (b) if sent by first class mail, shall be deemed to have been received on the third business day following the date of mailing; and (c) if sent by electronic mail or facsimile, be deemed to have been received on the date the sender transmitted the notice or other communication. All communications and notices to be made or given pursuant to this Agreement must be in the English language.
- 10.5. Assignment.** Neither party shall assign this Agreement, or delegate or sublicense any of its rights under this Agreement, without the other party's prior written consent, except that either party may assign this Agreement as a whole to a successor to all or substantially all of its assets or business related to this Agreement, without such consent.
- 10.6. Severability.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.
- 10.7. Governing Law; Venue.** This Agreement shall be construed under the laws of the State of Israel, and any dispute or claim with respect thereto shall be submitted to the exclusive jurisdiction of the competent courts in Tel-Aviv, Israel. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

In witness whereof, the parties have executed this Agreement as of the date set forth above.

Seemplicity

Subscriber

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____