

SIXGILL END USER AGREEMENT

THIS SIXGILL END USER AGREEMENT, TOGETHER WITH THE SIXGILL PRIVACY POLICY (AVAILABLE AT: cybersixgill.com/privacy-policy/) (COLLECTIVELY, THE "AGREEMENT") IS A LEGAL AGREEMENT BETWEEN YOU ("YOU" OR "CUSTOMER") AND SIXGILL (DEFINED BELOW).

Sixgill may unilaterally change or add to the terms of this Agreement at any time. In the event of a material change, Sixgill shall notify you via email or by means of a prominent notice on the Sixgill website available at: cybersixgill.com, which you should check periodically. By continuing to use the Solution following such modifications, you agree to be bound by such modifications.

Unless otherwise set forth in the Order, "Sixgill" shall be defined as follows: (i) for Customers registered in the USA, Sixgill USA Inc.; and (ii) for Customers registered anywhere else in the world, Sixgill Ltd.

1. **Grant of Right to Use and Restrictions.**

- 1.1 **Right to USE.** Subject to the terms and conditions of this Agreement and the terms and conditions of a written order provided by Sixgill and signed by you or otherwise signed by both parties (the "Order"), Sixgill hereby grants you during the applicable subscription term specified in the Order, and you accept, a limited, non-exclusive, non-sublicensable and non-transferable right to use the Solution and Deliverables during the Term internally, solely for its intended purposes and in accordance with the terms of this Agreement and subject to any specific use limitations specified in the Order. "Solution" means the Sixgill proprietary solution identified in the applicable Order and all manuals, specifications, and other documentation provided by or on behalf of Sixgill, as well as any updates or upgrades provided by Sixgill herein. "Deliverables" mean any content or data obtained through or from the Solutions.
- 1.2 **Prohibited Uses.** Except as expressly permitted herein, you shall not, directly or indirectly: (i) modify, incorporate into or use the Solution with other software, or create a derivative work of any part of the Solution; (ii) sell, resell, license (or sub-license), lease, assign, transfer, pledge, or share the Solution or Deliverables or any of your rights under this Agreement with or to anyone else; (iii) copy or reproduce, distribute or publish the Solution or the Deliverables; (iv) use or permit the Solution or Deliverables to be used to perform services for third parties, whether on a service bureau or time sharing basis or otherwise, including by using the Deliverables in order to generate any insights, reports or analysis; (v) disclose, publish or otherwise make publicly available the results of any benchmarking of the Solution or Deliverables, or use such results for your own competing software development activities; (vi) modify, disassemble, decompile, reverse engineer, revise or enhance the Solution or attempt to reconstruct or discover any source code or underlying ideas or algorithms of the Solution or use the Solution for purposes of competitive analysis or the development of a competing software product or service; (vii) remove or otherwise alter any of Sixgill's trademarks, logos, copyrights, notices or other proprietary notices or indicia, if any, fixed or attached to the Solution or Deliverables; (viii) allow the Solution or Deliverables to be used for or access thereto provided to any entity or person involved in, or in charge of, homeland security or counter-terrorism and you shall not ship, transfer, or export the Solution or Deliverables or use the Solution or Deliverables in any manner that is prohibited by law, including without limitation, to sell, distribute, download or export the Solution: (a) into (or to a national or resident of) Cuba, Iran, Iraq, Libya, North Korea, Sudan, Lebanon or Syria, (b) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals, (c) to any country to which such export or re-export is restricted or prohibited, or as to which the U.S. or Israeli government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval, or (d) otherwise in violation of any export or import restrictions, laws or regulations of the U.S. or Israel or any foreign agency or authority. You agree to the foregoing and warrant that you are not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list; (ix) exceed any use limitations or other restrictions which are specified in the Order; (x) contest Sixgill's Intellectual Property Rights (as defined below) to the Sixgill IPR (as defined below); (xi) use the Solution or Deliverables for any purpose other than as permitted by this Agreement or attempt to access any part of the solution without authorization or of Sixgill's servers by unauthorized means or overburden the Solution or its servers with excessive system or API calls; (xii) circumvent, disable or otherwise interfere with security-related or technical features or protocols of the Solution, such as features that restrict or monitor use of the Solution or access the Sixgill API by any means other than authorized means described in the Sixgill documentation of that API provided to you by Sixgill or in accordance with developer credentials assigned to you by Sixgill; (xiii) Use the Solution to access any confidential or other non-public information of any third party without such third party's permission and/or collect, copy or use any Deliverables in a manner that infringe or violate the rights of any third party, including without limitation the right to privacy and Intellectual Property Rights; (xiv) cause or permit any third party to do any of the foregoing. You are solely responsible for acquiring and maintaining all of the hardware, software and services necessary to access and make use of the Solution, including without limitation paying all fees and other costs related to internet access, server or cloud account

subscription and maintenance.

2. **Consideration.** The consideration for the right to use granted hereunder, will be in accordance with the payment terms, subscription plans and metrics specified in the Order. Unless otherwise specified in the Order, (i) you will pay all amounts due under this Agreement in U.S. Dollars, and (ii) all amounts invoiced hereunder are due and payable within thirty (30) days of the date of the invoice. All amounts payable under this Agreement are exclusive of sales, use, value-added, withholding, and other taxes and duties. You shall pay all taxes and duties assessed in connection with this Agreement by any authority. If any such tax or duty has to be withheld or deducted from any payment under this Agreement, you shall gross-up the payment under this Agreement by such amount to ensure that after such withholding or deduction Sixgill shall receive an amount equal to the payment otherwise required. All payments not made when due shall bear interest at the rate of 1.5% per month, or at the highest interest rate allowed by law, whichever is less, from the due date until paid.
3. **Confidentiality.** You may have access to certain non-public or proprietary information or materials of Sixgill whether in tangible or intangible form ("**Confidential Information**"). Without derogating from the foregoing, the Solution, Deliverables and terms of the Order shall be deemed as Confidential Information. You shall use the Confidential Information solely for the purpose of performing your obligations and/or exercising your rights under this Agreement and you shall not disclose or make available the Confidential Information to any third party, except to your employees that have a need to know such information and that are bound by obligations at least as protective as provided herein. You shall take measures at a level at least as protective as those taken to protect your own confidential information of like nature (but in no event less than a reasonable level) to protect the Confidential Information. You will promptly notify Sixgill in writing in the event of any actual or suspected unauthorized use or disclosure of any Confidential Information.
4. **Title & Ownership; Anonymous Data.** The Solution, Deliverables and the related documentation are not sold but provided for use for a limited term. Sixgill and/or its licensors or designees are and shall retain all right, title, interest and ownership of all Intellectual Property Rights in and to the Solution, Deliverables and related documentation and Confidential Information as well as any modifications, improvements and derivatives thereof ("**Sixgill IPR**"). "**Intellectual Property Rights**" means any and all right, title and interest in and to patents, inventions, discoveries, copyrights, works of authorship, trade secrets, trademarks, service marks, trade dress, technical information, data, know-how, show-how, designs, drawings, utility models, topography and semiconductor mask works, specifications, formulas, methods, techniques, processes, databases, software, code, algorithms, architecture, records, documentation, and other similar intellectual or industrial property, in any form and embodied in any media, whether capable of protection or not, whether registered or unregistered, and including all applications, registrations, renewals, extensions, continuations, divisions or reissues thereof. This Agreement does not convey to you an interest in or to the Sixgill IPR but only a limited revocable right to use the Solution in accordance with the terms of this Agreement. Nothing in this Agreement constitutes a waiver of the Sixgill IPR under any law and you undertake not to contest Sixgill's ownership in the Sixgill IPR. If you contact Sixgill with feedback data (e.g. questions, comments, ideas, suggestions or the like) regarding the Solution (collectively, "**Feedback**") such Feedback shall be deemed Sixgill IPR. Sixgill may, at no cost, freely use such Feedback, for any purpose whatsoever and you hereby assign all right, title and interest in and to all Feedback to Sixgill upon creation thereof.

Sixgill may collect, disclose, publish, store and use in any other manner any anonymous and non-identifiable information which is derived from your use of the Solution ("**Anonymous Information**"), in order to provide and improve Sixgill's Solution and related services and for any business purposes. Sixgill is and shall remain the owner of the Anonymous Information which shall be deemed Sixgill IPR.

5. **Disclaimer of Warranty.**
 - 5.1 THE SOLUTION AND DELIVERABLES ARE PROVIDED "AS IS", WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SIXGILL DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, SECURITY AND NON-INFRINGEMENT. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SOLUTION REMAINS WITH YOU.
 - 5.2 SIXGILL DOES NOT WARRANT THAT THE SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE; OR THAT ERRORS/BUGS ARE REPRODUCIBLE OR THAT ERRORS/BUGS ARE REPAIRABLE AND DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOLUTION IN TERMS OF THEIR CORRECTNESS, USEFULNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU SHALL BE RESPONSIBLE FOR TAKING ALL PRECAUTIONS YOU BELIEVE ARE NECESSARY OR ADVISABLE TO PROTECT YOU AGAINST ANY CLAIM, DAMAGE, LOSS OR HAZARD THAT MAY ARISE BY VIRTUE OF ANY USE OF OR RELIANCE UPON THE SOLUTION AND FOR VERIFYING ANY OUTPUT RESULTING FROM USE OF THE

SOLUTION.

- 5.3 THE DELIVERABLES ARE BASED ON INFORMATION AND CONTENT COLLECTED FROM THE DARK AND DEEP-WEB AND SUCH OTHER THIRD PARTY SOURCES AND THEREFORE SIXGILL DOES NOT WARRANT THAT THEY ARE CORRECT, COMPLETE, ACCURATE OR RELIABLE.
- 5.4 The Solution may contain links to third-party websites (“**External Sites**”). These links are provided solely as a convenience to you and not as an endorsement by Sixgill of the content on such External Sites. The content of such External Sites is developed and provided by others. You should contact the site administrator or webmaster for those External Sites if you have any concerns regarding such links or any content located on such External Sites. Sixgill are not responsible for the content of any linked External Sites and do not make any representations regarding the content or accuracy of materials on such External Sites. If you decide to access linked External Sites, you do so at your own risk.
6. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (A) SIXGILL AND/OR ITS AFFILIATES, SHAREHOLDERS, SUPPLIERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES AND/OR LICENSORS (COLLECTIVELY, “**AFFILIATES**”) SHALL NOT BE LIABLE WHETHER UNDER CONTRACT, TORT OR OTHERWISE, TO YOU OR ANY THIRD PARTY FOR ANY LOSS OR DAMAGE, INCLUDING, WITHOUT LIMITATION, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO, ANY LOSS OR DAMAGE TO BUSINESS EARNINGS, LOSS OF BUSINESS, LOSS OF BUSINESS OPPORTUNITIES, LOST PROFITS OR GOODWILL, BUSINESS INTERRUPTION AND/OR LOST OR DAMAGED DATA OR DOCUMENTATION), SUFFERED BY ANY PERSON OR ENTITY, INCLUDING WITHOUT LIMITATION ARISING FROM AND/OR RELATED WITH AND/OR CONNECTED TO THE SOLUTION OR DELIVERABLES PROVIDED BY SIXGILL (IF ANY) AND/OR ANY USE OF OR INABILITY TO USE THE SOLUTION OR DELIVERABLES PROVIDED BY SIXGILL (IF ANY), EVEN IF SIXGILL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) IN NO EVENT SHALL SIXGILL'S AND ITS AFFILIATES' TOTAL LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT FROM ALL CLAIMS OR CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, EXCEED THE TOTAL PAYMENTS ACTUALLY MADE TO SIXGILL FOR THE SOLUTION, IF ANY, DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT THAT GAVE RISE TO THE CLAIM.
7. **Indemnification.** You agree to defend, indemnify and hold harmless Sixgill, its affiliates, licensors, suppliers, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including but not limited to attorney's fees) arising from: (i) your use of the Solution or Deliverables; and/or (ii) your violation of any term of this Agreement or any law, rule, regulation or order.
8. **Term and Termination.** The term of this Agreement shall be as set forth in the Order and may be terminated earlier in accordance with this Section (“**Term**”). Sixgill may terminate this Agreement immediately without notice if you fail to comply or breach any provision of this Agreement. Upon termination of this Agreement: (i) the rights granted to you in this Agreement shall expire and you, upon termination, shall discontinue all further use of the Solution or Deliverables; (ii) you shall promptly remove the Solution and Deliverables from all hard drives, networks and other storage media and destroy all copies of the Solution in your possession or under your control; (iii) any sums paid by you until the date of termination are non-refundable, and you shall not be relieved of your duty to discharge in full all due sums owed by you to Sixgill under this Agreement, which sums shall become immediately due and payable on the date of termination of the Agreement; and (iv) you shall, at Sixgill's election, erase or return to Sixgill all Confidential Information in your possession or under your control. Sections 1.2, 2-10 shall survive any termination of this Agreement.
9. **Privacy.** Sixgill's privacy practices are governed by Sixgill's Privacy Policy available at: cybersixgill.com/privacy-policy/, which is an integral part of this Agreement.
10. **Miscellaneous.** This Agreement shall be construed and governed in accordance with the laws of and be subject to the exclusive jurisdiction of: (i) for Customers registered in the USA or Canada, the State of New York, USA and the Federal and State courts of New York, USA; and (ii) for Customers registered anywhere else in the world, the State of Israel and the competent courts of Tel Aviv-Jaffa, Israel, and each party hereby submits itself to the exclusive jurisdiction of these courts. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. This Agreement represents the complete agreement concerning the rights granted to you herein and the subject matter hereof and may be amended as set forth in the preamble to this Agreement above or by a written agreement executed by both parties. To the extent any conflict arises between the terms and conditions of this Agreement and those contained in the Order, the terms and conditions contained in this Agreement shall prevail. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary

to make it enforceable. You may not assign your rights or obligations under this Agreement without the prior written consent of Sixgill. Sixgill may assign or transfer its rights and/or obligations under this Agreement without restriction or notification.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND AGREE TO BE BOUND BY ALL OF ITS TERMS AND CONDITIONS.