General Terms & Conditions

These General Terms and Conditions of Use (the "**Terms and Conditions**") govern all use of the www.sayatalabs.com website, owned and operated by **Sayata Labs Ltd**. (together with any of its affiliates, "**Sayata**", and the "**Site**", respectively) and the software available at the Site (the "**Software**", and together with the Site, the "**Service**"). In these Terms, "you" or "your" means the person accepting these Terms and Conditions and/or using the Services and/or any person or other entity on whose behalf such person is acting and/or anyone on its behalf, and "we," "us," or "our," means Sayata.

Please review and understand these Terms and Conditions carefully before using the Service, as they contain important information regarding legal rights, remedies and obligations. By using the Service, you agree that you read, understood and agree to be bound by all of these Terms and Conditions, and you represent that you have the authority to bind any person or other entity on whose behalf you are acting in connection with the Service to the terms of these Terms and Conditions.

1. **Internal Use License**. Subject to these Term and Conditions, you are hereby granted a non-exclusive, non-transferable and non-sublicenseable license to use the Service solely for your cyber risk assessment (the "**Purpose of the Use**"). The use of the Service by you is unlimited to a certain number of computers and/or to a certain number of copies, all provided that you shall not use the Service for any purpose other than for the Purpose of the Use, and you shall not transfer or re-sell in any way any of the rights granted to you hereunder.

2. **Prohibited Conduct**. Without derogating from any other provision in these Terms and Conditions, you may not access or use, or attempt to access or use, the Service, in any manner which harms or may harm Sayata or any third party, the operation of the Service, or may result in a violation of any law, including, without limitation, by:

    2.1   attempting to decipher, decompile, disassemble, reverse-engineer or attempting to discover the source code of the Software;

    2.2   altering, removing, obscuring, or changing the location, content, or appearance of any disclaimers, notices of copyright, trademark, service mark, or other proprietary rights, or other notices included in the Service;

    2.3   using any device, software, or routine to interfere or attempt to interfere with the proper working of the Service or any activity conducted on the Service or attempt to probe, scan, test the vulnerability of, or breach the security of any system or network; or

    2.4   modify, or attempt to modify, or create or try to create, any derivative work of the Service.

3. **Registration Data; Account Security**. As a condition to use the Software, you may be required to register, select a password and username and provide other information about your identity (the "**Registration Data**"). you agree to: (i) provide accurate, current and complete Registration Data; (ii) maintain the security of the password and username; (iii) maintain and promptly update the Registration Data, and any other information you provide to us, to keep it accurate, current and complete; and (iv) be fully responsible for all use of the account and for any actions that take place using the account.

4. **Privacy**. By using the Service, you agree to the information collection, use and disclosure practices described in our privacy policy, as set forth below, and as may be amended from time to time in accordance with Section 13 below:

    4.1 We may collect the following types of Information when you use or access the Service (the "**Information**"): (i) the Registration Data (as defined below) and other information that you and/or third parties provide us, such as your name, address, email, annual turnover, number of employees and/or customer characteristics; (ii) details about your usage of the Service; (iii) details collected from cookies, web beacons and other tracking technologies; and (iv) details about your IT and security systems.

    4.2 Without derogating from any other provision contained herein or from any right afforded to us by any law, we may use the Information, in our discretion, for any or all of the following purposes: (i) establishing, authenticating or confirming your identity and securing the protection of the Information; (ii) offering, providing, administering or marketing any service we provide, or may in the future provide; (iii) improving, modifying, cancelling and monitoring any services or applications offered through the Service; (iv) auditing, reporting or accounting purposes; (v) safeguarding, enforcing or defending legal rights and enforcing, defending against or managing legal claims; (vi) delivering to you advertising and promotional content; (vii) safeguarding the privacy, safety or property of any party; (viii) monitoring or enforcing compliance with any of our policies; and (ix) to comply with applicable law and orders or requests of any court or other governmental body.

    4.3 We will not share the Information with other parties without your consent except as provided below or as required or permitted by law:

        (1) We may share the Information with our directors, officers, employees, consultants, agents, shareholders, affiliates, service providers, third parties to whom we provide services, business partners, and other third parties who are, directly or indirectly, involved in the operation of our business and/or in the delivery of the Services.

        (2) We may share the Information to the extent we deem required by applicable law or to the extent we deem necessary in

connection with any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, inquiry, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any court or other governmental body or any arbitrator or arbitration panel in any jurisdiction.

(3)   We may share the Information with third parties in order to investigate, prevent or take action regarding any illegal activity or what we suspect to be an illegal activity, actual or perceived threats to our property or to the physical safety of any person, violations of any of our terms of use, terms and conditions or other rules or policies, or as otherwise permitted by law.

(4)   We may share the Information to a third party as part of a purchase of Sayata, whether by acquisition, merger, sale, reorganization, consolidation or liquidation, purchase of all or substantially all of our assets, the transfer or grant of an exclusive license to all or substantially all of our intellectual property or, or by any other way. It is hereby expressly clarified that the Information may be one of the transferred assets and we will be entitled to transfer the Information to such acquiring third party, at our discretion. Without derogating from the aforesaid, we shall have the right to disclose the Information to any third party or its legal councils as part of due diligence in anticipation of the consummation or occurrence of any of the events in this Section (4) above.

4.4   Your privacy is important to us. For such purposes, we shall take such take measures to secure and protect the Information as set forth in **Exhibit A** hereto. By using the Services, you instruct Sayata, within your area of responsibility, to to performs such actions as set forth in **Exhibit A** hereto and to structure its internal corporate organization to ensure compliance with the specific requirements of the protection of personal data, to take the appropriate TOM to adequately protect your Information against misuse and loss, and you acknowledge that such measures, implemented by Sayata, are appropriate.

5.   **Intellectual Property Rights**. All rights granted hereunder to you do not include any rights of ownership. All rights, title, and interests in and to the Service (and all intellectual property rights embodied therein) or any modification or improvement thereof is proprietary to Sayata, or to any entity awarded such rights by Sayata. You hereby acknowledge that you, nor anyone on your behalf, shall acquire nor have any right, title, or other interest in or to the Service other than the limited right to access and use the Service in accordance with these Terms and Conditions. All rights therein not expressly granted to you under these Terms and Conditions are reserved by Sayata.

6.   **Trademarks**. All trademarks, logos and service marks displayed on the Services (the "**Trademarks**") are our property or the property of other third

parties. You are not permitted to use the Trademarks without our prior written consent or the consent of such third party which may own the Trademarks.

7. **Notice of Third Party Licenses**.

    7.1   The Service contains certain third party software (the "**Third Party Software**"), including as follows:

    (1)   PyYAML 3.12- Copyright © 1990-2017, Python Software Foundation.

    (2)   PynamoDB- Copyright © 2014, Jharrod Lafon.

    (3)   User-Agents 1.1.0- Copyright © 1990-2017, Python Software Foundation.

    (4)   Twisted- Copyright © 2001-2012, Twisted Matrix Laboratories

    (5)   Requests 2.17.3- Copyright © 1990-2017, Python Software Foundation.

    (6)   Requests-Futures 0.9.7- Copyright © 1990-2017, Python Software Foundation.

    7.2   By using the Service, you agree to comply with and be bound by such third parties' respective terms of license, as set forth in (i) **Exhibit B** hereto, with respect to the Third Party Software set forth in Sections 7.1(1) to 7.1(4) above; and (ii) **Exhibit C** hereto, with respect to the Third Party Software set forth in Sections 7.1(1)7.1(5) and 7.1(6) above. You should review carefully such third party licenses.

8. **Disclaimer of Warranties.** NO WARRANTY, EXPRESS OR IMPLIED, IS MADE WITH RESPECT TO THE SERVICE, INCLUDING WITHOUT LIMITATION, ANY INPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, INCLUDING FOR ANY PURPOSE RELATING TO THE SERVICE, OR ANY NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THE SERVICE IS PROVIDED "AS IS" AND NO WARRANTIES ARE MADE THAT USE OF THE SERVICE WILL BE ERROR FREE OR UNINTERRUPTED, OR THAT ANY ERRORS IN THE SERVICE WILL BE CORRETED, OR THAT THE SERVICE WILL MEET YOUR REQUIREMENTS.

9. **Limitation of Liability**. IN NO EVENT SHALL SAYATA, OR ANYONE ON ITS BEHALF, BE LIABLE FOR ANY DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOST PROFITS, OR OTHER DAMAGES WHATSOEVER ARISING IN CONNECTION WITH THE USE OF THE SERVICE, ANY INTERRUPTION IN AVAILABILITY OF THE SERVICE, DELAY IN OPERATION OR TRANSMISSION, VIRUSES, LOSS OF DATA, OR USE, MISUSE, RELIANCE, REVIEW, MANIPULATION, EVEN IF THE POSSIBILITY OF SUCH DAMAGES OR LOSS HAS BEEN ADVISED IN

RELATION TO ONE OR MORE OF THEM. THIS LIMITATION OF LIABILITY APPLIES IRRESPECTIVE OF WHETHER OTHER PROVISIONS OF THIS TERM AND CONDITIONS OF USE HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

10. **Indemnification.** You, at your own expense, shall indemnify and hold harmless Sayata or anyone on its behalf (the "**indemnified party**"), against any claim, lawsuit, action, liability, losses and expenses, liens, penalties, including but not limited to reasonable attorney fees arising out of or relating to your and/or anyone on your behalf, (i) use of the Service, whether based upon or related to your negligence or willful misconduct, or otherwise; or (ii) a breach of your obligations, representation or warranties hereunder, immediately upon the indemnified party's first demand.

11. **Audit.** Sayata shall have the right, upon reasonable notice to you and during the normal business hours, to audit the use of the Service and to inspect your records related thereto, including any copies of the Software.

12. **Termination.** These Terms and Conditions and the license granted hereunder shall be for an indefinite period. Notwithstanding the aforesaid, we shall have the right to at any time and in our sole discretion, to terminate these Terms and Conditions and the license granted hereunder with immediate effect, by providing you with a notice to you providing the same, by any reasonable means of communication, including by sending a notice to your e-mail and/or by publication on the Site. Any termination as aforesaid will be effective immediately from the earlier of the provision of such notice and/or of (as applicable) such publication.

13. **Amendment**. We can change or modify these Terms and Conditions or any features of the Service at any time, by providing you with a notice to you providing the same, by any reasonable means of communication, including by sending a notice to your e-mail address mail and/or by publication on the Site. Any modification as aforesaid will be effective immediately from the earlier of the provision of such notice and/or of (as applicable) such publication.

14. **Relationship of the parties.** Nothing contained in the Terms and Conditions shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties. The relationship between the parties shall at all times be that of independent contractors. Neither party shall have authority over another party except that which is expressly granted herein.

15. **Assignment**. You shall not transfer and/or assign any of the rights, privileges, or obligations set forth in, arising under, or created by these Terms and Conditions and the license granted hereunder without our prior consent. We may transfer and/or assign any of the rights, privileges, or obligations set forth in, arising under, or created by these Terms and Conditions and the license granted hereunder, without your prior consent.

16. **Severability**. If any provision of these Terms and Conditions is found to be illegal, invalid or unenforceable, in whole or in part, that provision shall be modified to the minimum extent necessary to make it legal, valid and

enforceable. If no modify is possible, the provision will be severed, with the remainder of these Terms and Conditions remaining in full force and effect.

17. **Governing Law**; **Jurisdiction and Venue**. This Terms and Conditions shall be governed by and construed according to the laws of the State of Israel, without regard to the conflict of laws provisions thereof. Any dispute arising under or in relation to these Terms and Conditions shall be resolved exclusively in the competent court in Tel-Aviv-Jaffa, and each of the parties hereby irrevocably submits to the exclusive jurisdiction of such court.

18. **Entire Agreement**. These Terms and Conditions, the Privacy Policy and any license agreement entered between the parties (if applicable), constitute the full and entire understanding and agreement between the parties with regard to the subject matters hereof and thereof.

19. **Notices**. Without derogating from Sections 12 and 13 above, the communications between you and Sayata shall use electronic means, whether you use the Services or send us e-mails, or whether Sayata posts notices on the Services or communicates with you via email or on the Site. For contractual purposes, you consent to receive communications from Sayata in an electronic form, including to your e-mail address provided to us in connection with the Services. Electronic notices to Sayata should be sent to contact@sayatalabs.com.

Exhibit A: TOM

1. **ACCESS CONTROL TO PREMISES AND FACILITIES**

Sayata Labs Ltd. ("**Sayata**") shall take reasonable measures to prevent unauthorized access (in the physical sense).

Sayata shall take the following technical and organizational measures to control access to premises and facilities, particularly to check authorization:

- Door locking

- Surveillance facilities

2. **ACCESS CONTROL TO SYSTEMS**

Sayata shall take reasonable measures to prevent unauthorized access to IT systems.

Sayata shall take the following technical (ID/password security) and organizational (user master data) measures for user identification and authentication:

- Password procedures (minimum length, change of password)

- Encryption of data media

3. **ACCESS CONTROL TO DATA**

Sayata shall take reasonable measures to prevent activities in IT systems not covered by the allocated access rights.

Sayata shall take the following measures for such purpose:

- Requirements-driven definition of the authorization scheme and access rights

- Monitoring and logging of accesses

- Differentiated access rights (profiles, roles, transactions and objects) of the personnel on Sayata's behalf

- Revoking user access to data upon termination of an authorized personnel's engagement with the company

4. **DISCLOSURE CONTROL**

Sayata shall take reasonable measures to control the following aspects of the disclosure of personal data: electronic transfer, data transport, transmission control.

Sayata shall take the following measures to transport, transmit and communicate or store data on data media (manual or electronic) and for subsequent checking:

- Encryption

5.   **INPUT CONTROL**

Sayata shall maintain the documentation of data management and maintenance.

Sayata shall take the following measures for subsequent checking whether data have been entered, changed or removed (deleted), and by whom:

- Logging and reporting systems

6.   **JOB CONTROL**

Sayata shall take reasonable measures to procure that commissioned data processing shall be carried out according to instructions.

Sayata shall take the following measures (technical/organizational) to segregate the responsibilities between Sayata and sub processors on its behalf (if any):

- Unambiguous wording of the contract between Sayata and the sub processors, with respect to the processing of the data

- Criteria for engaging with the sub processors

- Monitoring of contract performance by the sub processors

7.   **AVAILABILITY CONTROL**

Sayata shall take reasonable measures to protect the data against accidental destruction or loss.

Sayata shall take the following measures to assure data security (physical/logical):

- Backup procedures

- Anti-virus/firewall systems

- Disaster recovery plan

8.   **SEGREGATION CONTROL**

Sayata shall take process separately data collected for different purposes.

Sayata shall take the following measures to provide for separate processing (storage, amendment, deletion, transmission) of data for different purposes:

- Segregation of functions (production/testing)

Exhibit B

(1)   PyYAML 3.12- Copyright © 1990-2017, Python Software Foundation.
(2)   PynamoDB- Copyright © 2014, Jharrod Lafon.
(3)   User-Agents 1.1.0- Copyright © 1990-2017, Python Software Foundation.
(4)   Twisted- Copyright © 2001-2012, Twisted Matrix Laboratories.

L/771020/0/5288228/1

Exhibit C

(1)   Requests 2.17.3- Copyright © 1990-2017, Python Software Foundation.

(2)   Requests-Futures 0.9.7- Copyright © 1990-2017, Python Software Foundation.

Licensed under the Apache License, Version 2.0 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at

http://www.apache.org/licenses/LICENSE-2.0

Unless required by applicable law or agreed to in writing, software distributed under the License is distributed on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied. See the License for the specific language governing permissions and limitations under the License.