

END USER LICENSE AGREEMENT

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1.4.1 Make any use the Software for any commercial purpose, including without limitation, attempt to raise money for any party or any purpose or advertise, promote or attempt to trade or sell any product or service of any kind, or perform market research on the Software. You shall not use the Software and in particular the Team Chat (as defined in the Privacy Policy) to advertise, or solicit, or transmit any commercial advertisements, including chain letters, junk e-mail or repetitive messages to anyone.

1.4.2 Initiate, assist, or become involved in any type of attack, including without limitation distribution of a virus, denial of service attacks on the Software, or other attempts to disrupt the Software or any other person's use or enjoyment of the Software.

1.4.3 Interfere with or disrupt the Software or servers or networks connected to the Software, or disobey any requirements, procedures, policies or regulations of networks connected to the Software, or any security feature of the Software or any feature that restricts or enforces limitations on the use of or access to the Software.

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1.4.7 Make available through the Software any material or information that infringes any copyright, trademark, patent, trade secret, right of privacy, right of publicity, or other right of any person or entity or impersonates any other person, including without limitation a Company employee.

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1.6 **Lawful Use.** You hereby declare and agree that You shall only use the Software in a manner that complies with all applicable laws in the jurisdiction in which You use the Software, including, but not limited to, applicable restrictions concerning the protection of privacy and intellectual property (including copyrights and any other intellectual property rights). The Software shall be installed in accordance with the instructions of the Company and in accordance with the instructions set forth in the Software's documentation.

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1.8 **Privacy and Data Protection.** The privacy and data protection practices, detailed in Cypire's privacy policy, "Privacy Policy", available at this link www.cypire.com/privacy-policy. For the purpose of this clause 1.6, "Customer" shall mean a legal entity which has a commercial agreement with the Company to license the Software for the use of its personnel; and "User" shall mean a member of a Customer's personnel authorized by Customer to use the Software

for cybersecurity training. The terms “**Team**” and “**Manager**” and “**Team Chat**” shall have the meanings assigned to them in the Privacy Policy. Any other capitalized terms not defined herein will have the meaning ascribed to them in the Privacy Policy. The Personal Data shall be collected, stored, and processed according to the Privacy Policy and within the purpose of use specified by the Company or by the Customer to the User. Your use of the Software is subject to the following representations and obligations with respect to privacy and data protection:

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combination or use of the Software with equipment, devices or software not supplied or authorized by the Company or not in accordance with the Company's instructions. THE FOREGOING TERMS STATE THE COMPANY'S SOLE AND EXCLUSIVE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION.

6.2. You agree to defend, indemnify and hold harmless the Company, its 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 Your unauthorized use of the Software.

7. **Termination.** This Agreement is effective upon downloading, installing, operating or otherwise using the Software. This Agreement will remain in force until terminated in accordance with this Agreement. If You have obtained a subscription to the Software, this Agreement will remain in effect as long as such subscription is paid for. If You have obtained a perpetual license, this Agreement shall remain in force and effect as long as You are using the Software. In addition to the foregoing sentences, the Company may terminate this Agreement immediately without notice if You fail to comply or breach any provision of this Agreement. Upon termination or expiration of this Agreement in the case of a Software subscription: (i) the license granted to You in this Agreement shall expire and You, upon termination or expiration, shall discontinue all further use of the Software; (ii) You shall promptly remove the Software from all hard drives, networks and other storage media and destroy all copies of the Software in Your possession or under Your control; (iii) upon the Company's request, You shall within three (3) days, certify destruction of, all full or partial copies of, the Software, documentation and related materials provided to You by the Company or on its behalf; and (iv) 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 the Company under this Agreement or in connection with this Agreement, which sums shall become immediately due and payable on the date of termination of this Agreement. In the case of a perpetual license, this Agreement may come to an end only in the event of a material breach (and in such event, subsections (i)-(iv) shall apply). Sections 2, 3, 4, 5, 6, 7 and 9 shall survive any termination of this Agreement.
8. **Maintenance and Support.** The Company has no obligation to provide support, maintenance, upgrades, modifications, or new releases under this Agreement, unless otherwise agreed in writing between You and the Company, in Your order, purchase document or otherwise. In the case of a perpetual license, if You paid for support and maintenance services and the term of such services expires, You may continue to use the last Software version paid by You under the terms and conditions set forth herein.
9. **Customer Records.** You hereby grant to the Company and its independent accountants, the right to examine Your books, records, and accounts related to the Software, during Your normal business hours, to verify compliance with this Agreement. In the event that such audit discloses non-compliance with the terms of this Agreement, You shall promptly pay to the Company the appropriate license fees or other applicable fees as well as reasonable cost associated with conducting the audit.
10. **Reference Customer.** You agree that the Company may identify You as a user of the Software and use Your trademark and/or logo: (i) in sales presentations, promotional/marketing materials, and press releases; and (ii) in order to develop a brief customer profile for use by the Company on the

Company's website and other promotional channels for promotional purposes.

11. **Miscellaneous.** This Agreement shall be construed and governed in accordance with the laws of the State of Israel (except for conflict of law provisions) and the competent courts of the Tel-Aviv-Jaffa District, Israel shall have exclusive jurisdiction in any conflict or dispute arising out of this Agreement. 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 license granted herein and the subject matter hereof and may be amended only by a written agreement executed by both parties. 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 the Company. The Company 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.