Safe-T End User License Agreement

This End User License Agreement ("Agreement") together with any other agreements or terms incorporated by reference, including the purchase order entered into between you (the "**Licensee**") and SAFE-T (the "**PO**") govern Licensee's use of the proprietary software products specified in the PO (the "**Software**"). This Agreement constitutes a binding and enforceable legal contract between Licensee and Safe-T Data A.R LTD. ("**SAFE-T**" and each of SAFE-Tand Licensee a "**Party**" and collectively the "**Parties**"). By accepting this Agreement, or by installing or using the Software, you agree to this Agreement. If you are entering into this Agreement on behalf of a company or another legal entity, you represent that you have the authority to bind such entity and its affiliates to this Agreement, in which case the term "Licensee" will refer to such entity and its affiliates. If the legal entity that you represent does not agree with this Agreement, you must not accept this Agreement or install or use the Software.

1. **License Rights**

1.1 <u>Installation and Use</u>. Subject to payment of the applicable fees and compliance with the terms and conditions herein, SAFE-T grants to Licensee a revocable, non-exclusive and non-transferable (in whole or in part) license and right to install and use the Software during the Term, in object code executable form only, subject to the following use restrictions:

(a) The Software is licensed on a per-server and per-user basis, and limited to the number of users set forth in the PO, who are employees, consultants or agents of Licensee ("**Authorized Users**"). Access to the Software by persons other than Authorized Users will constitute a material breach of this Agreement.

(b) Installation and continuous use of the Software requires one or more license keys, which will be issued by SAFE-T to Licensee, and contain license related data that is recognized by the Software for automated license management purposes.

(c) Licensee shall ensure that all Authorized Users comply with the terms of this Agreement, and Licensee shall be liable for any violation of this Agreement by an Authorized User.

1.2 <u>Additional Limitations</u>.

(a) The license to use the Software is not transferable or assignable in whole or in part by Licensee and no license is granted to any user who did not originally purchase the applicable license for the Software from SAFE-T.

(b) Licensee acknowledges and agrees that certain software components of the Software are accompanied by license agreements containing terms which are different than this Agreement. Any third-party agreements are supplied with such third party software components, either electronically in a "license.txt" file in the root directory of the installation media, or the subdirectory in the installation media containing the third party software components. In any such situation, the third-party software components are supplied solely in accordance with the associated third party agreements.

(c) Licensee acknowledges and agrees that server external tools, if applicable, are implemented and designed based on application programming interface (APIs) provided by third-party application vendors at the time of their release. The execution of a third-party application upgrade and/or cumulative updates, without prior consultation with Safe-T, may cause unexpected Software platform behavior.

(d) Licensee may not (i) modify, alter, create derivative works from, reverse engineer, decompile, or disassemble the Software, nor attempt in any other manner to obtain the source code; (ii) remove any proprietary notices, labels, or marks on or in any copy of the Software or any product in which the Software is embedded; or (iii) disclose the results of testing or benchmarking of the Software to any third party without the prior written consent of SAFE-T.

(e) Licensee may not, whether through deliberate or negligent act or act of omission, distribute or cause the distribution of the Software to any third party other than an Authorized User, except that an Authorized User may provide a Safe-T smart transfer agent and a Safe-T outlook plugin to an external user.

(f) Licensee may not disseminate, distribute, disclose, or copy the printed documentation that accompanies the Software.

(g) Licensee may not sublicense, rent, or lease any portion of the Software.

(h) Licensee may not use the Software as part of a facility management, timesharing, service provider, or service bureau arrangement.

(i) Licensee may not use a previous version or copy of the Software after it has received and installed an upgraded version. Upon upgrading the Software, all copies of the prior version must be destroyed.

(j) Licensee may not use the Software in any manner not expressly authorized by this Agreement.

2. **Proprietary Rights; Feedback**

2.1 <u>Ownership</u>. All rights, title, interest and intellectual property rights in and to the Software, the accompanying documentation, and any copies of the Software, or any derivatives thereof, are owned by SAFE-T or its licensors. The Software is protected by copyright laws, other intellectual property rights and international treaty provisions. Accordingly, Licensee is required to treat the Software like any other copyrighted material and nothing in this Agreement constitutes a transfer or conveyance of any right, title, or interest in the Software or associated documentation, or a sale of the Software, associated documentation, or copies of the Software, except as otherwise allowed pursuant to this Agreement and that it may make one copy of the Software solely for backup or archive purposes. Licensee acknowledges that the Software, any product in which the Software is embedded and Documentation contain intellectual

property rights (such as international and United States copyrights, patents, and patents pending) of Safe-T. Safe-T's technology, Software and any product in which the Software is embedded are covered by one or more issued or pending patents, as more fully detailed on the Patent Notice page of Safe-T's website here: https://www.safe-t.com/the-safe-t/, as well as issued and pending international patents.

2.2   Feedback. Licensee may, but is not obligated to, provide to SAFE-T any suggestions, comments and feedback regarding the Software (collectively, "**Licensee Feedback**"). SAFE-T may use and include any Licensee Feedback that Licensee voluntarily provides to improve the Software or other related SAFE-T technologies. Accordingly, if Licensee provides Licensee Feedback, Licensee grants SAFE-T and its Licensees a perpetual, irrevocable, worldwide, royalty-free, fully paid-up license grant to freely use, have used, sell, modify, reproduce, transmit, license, sublicense (through multiple tiers of sublicensees), distribute (through multiple tiers of distributors), and otherwise commercialize the Licensee Feedback in the Software or other related technologies.   Licensee Feedback and shall be considered SAFE-T's Confidential Information.

3.   **Audit Rights**

3.1   SAFE-T reserves the right to audit Licensee's use of the Software, no more than once annually, during the Term of this Agreement and thereafter at SAFE-T's expense. Licensee shall allow SAFE-T or its agents to access Licensee's computer systems and physical facilities for such audit. Audit shall be conducted during normal business hours at Licensee's facilities and shall not unreasonably interfere with Licensee's business activities.

3.2   If such audit reveals that Licensee's use of the Software exceeds the number of Authorized Users for which Licensee has purchased licenses, Licensee shall pay for the additional licenses or license upgrades and the unpaid license fees at SAFE-T's then-current list prices, such amounts to be immediately due and payable, including, at SAFE-T's discretion, interest in the amount of 1% per month calculated from the date of the first un-permitted use. If any violation of this Agreement is revealed in the result of such audit, in addition to all payments and fees set forth in this section, Licensee shall reimburse SAFE-T for the cost of the audit.

3.3   If the audit reveals a Material Discrepancy, SAFE-T shall be entitled to terminate this Agreement and terminate the license rights granted to Licensee hereunder. For purposes of this Agreement, a "Material Discrepancy" is a discrepancy of more than ten per cent (10%) of the number of units reported licensed by Licensee in any given calendar year.

4   **Limited Warranty; Limitation of Liability**

4.1   Subject to the terms and conditions herein, SAFE-T warrants that the Software will conform to its specifications in the documentation provided therewith for a period of one (1) year from the date of installation at the Licensee site (the "**Warranty Period**"). The warranty stated hereinabove shall be at all times contingent upon Licensee's proper use of the Software, and shall not apply to damage or defect caused by misuse, alteration, or unauthorized repair, integration or

installation, other than as stated in the related documentation, or the execution of a third-party application upgrade and/or cumulative updates, without prior consultation with Safe-T. Subject to the aforementioned, if the Software does not perform as warranted during the Warranty Period, SAFE-T's sole and exclusive liability shall be to make commercially reasonable efforts to repair or replace such non-conforming Software.SAFE-T does not warrant that the Software will meet Licensee's requirements or that operation of the Software will be uninterrupted or that the Software will be error-free.

4.2   TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ABOVE WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

4.3   EXCEPT WITH RESPECT TO CLAIMS ARISING UNDER SECTION 5 (INDEMNIFICATION) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL SAFE-T BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, OR SIMILAR DAMAGES, INCLUDING ANY LOST PROFITS OR LOST DATA ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE EVEN IF SAFE-T HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4.4   EXCEPT WITH RESPECT TO CLAIMS ARISING UNDER SECTION 5 (INDEMNIFICATION) IN NO EVENT SHALL SAFE-T'S AGGREGATE LIABILITY FOR ANY AND ALL DAMAGES, LOSSES AND CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT EXCEED THE AMOUNT OF MONEY ACTUALLY PAID BY LICENSEE TO SAFE-T FOR THE SOFTWARE AND SUPPORT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE INITIAL OCCURRENCE GIVING RISE TO LIABILITY. THE LIMITATIONS OF SAFE-T'S LIABILITY SET FORTH IN THIS SECTION SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY OF THE LIMITED REMEDIES SET FORTH HEREIN.

4.5   The limited warranty, limited remedies, warranty disclaimer and limitation of liability are fundamental elements of the basis of the transaction between safe-t and licensee. safe-t would not be able to provide the software without such limitations.

5   **Indemnification**.

5.1   SAFE-T agrees to defend, indemnify and hold harmless Licensee, from and against all finally awarded claims, actions, suits or proceedings (collectively, "Claims"), and pay all resulting losses, liabilities, damages, settlement

amounts costs or expenses (including attorney's fees) (collectively, "Losses"), incurred by Licensee resulting from or in connection with any claims by third parties that the Software infringes any intellectual property right provided that Safe-T is notified promptly of such claim and is given full and complete authority (including settlement authority), information and assistance by Licensee for such defense. In the event that the Software is held in connection with any such claim to infringe such a right and its use is enjoined, or if in the opinion of SAFE-T the Software is likely to become the subject of such a claim, SAFE-T will either, in its sole discretion (i) procure for Licensee the right to continue using the Software, or (ii) modify or replace the Software so that it becomes non-infringing while giving substantially equivalent performance. In the event that (i) or (ii) above are not, in SAFE-T's sole reasonable determination, obtainable using commercially reasonable efforts, then SAFE-T may terminate this Agreement and refund the amount Licensee has paid SAFE-T under this Agreement for the Software that is the subject of such claim, less a reasonable charge for Licensee's past beneficial use based on depreciation of the Software on a straight line basis over the period commencing from the Effective Date. This section states licensee's exclusive remedy and safe-t's entire liability for any claim of infringement.

5.2   SAFE-T shall have no obligation to indemnify Licensee pursuant to Section 5.1 to the extent the Claim is a result of, and would not have occurred but for: (i) a modification of the Software, except a modification by or approved by SAFE-T; (ii) use of the Software in violation of the applicable documentation; (iii) failure by Licensee to implement an update or upgrade made available to it by SAFE-T (iv) Licensee's continued use of a superseded version of the Software after a subsequent version of the Software has been provided by SAFE-T to Licensee, or (v) use of the Software in combination with any software, hardware or materials that were not provided by SAFE-T, provided that but for such combination, the Claim would not have arisen.

5.3   Licensee will indemnify, defend and hold harmless SAFE-T, its shareholders, directors, officers, employees and agents from and against any losses, costs or damages (including reasonable attorneys' fees) resulting from claims, suits or actions by third parties arising from or in connection with Licensee's actions or omissions, Licensee's use of the Software or Licensee's business, provided that Licensee is notified promptly of such claim and at its expense is given full and complete authority (including settlement authority), information and assistance by SAFE-T for such defense. Notwithstanding the foregoing, Licensee shall have no obligation under this paragraph to the extent that any such losses, costs or damages are caused by any action or omission of Safe-T, including any failure of the Software to perform substantially in compliance with the applicable documentation.

6   **Term and Termination**

6.1   Term. This Agreement will enter into effect on the Effective Date and will remain in force for the period specified in the PO unless terminated pursuant to Section 8.2 (the "**Term**").

6.2   Termination. This Agreement and the license rights granted to Licensee under Section 1.1 will automatically terminate if Licensee fails to pay fees due under the PO or breaches any of the terms and conditions of the Agreement, which if capable of being cured, are not cured within 30 days after SAFE-T provides Licensee written notice of such breach. In addition, unless the PO provides that the license granted hereunder is perpetual, either party may terminate this Agreement by notifying the other of its intent not to renew the license at least 90 days prior to the expiration of the then current term, as applicable

6.3   Revocation of License. In the event that (a) this Agreement is terminated in accordance with Section 8.2, or (b) Licensee becomes subjected to insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of debt, or makes a general assignment for the benefit of creditors, the Support Services and all licenses granted to Licensee hereunder will terminate immediately and Licensee shall: (i) immediately remove all copies of the Software from all computers in Licensee's control and (ii) immediately return all copies of the Software or certify the destruction or deletion thereof. SAFE-T shall have the right to have an inspection and audit of Licensee to confirm removal and destruction of the Software.

6.4   Survival. The provisions of sections 1 (License Rights), 1.22 (Proprietary Rights; Feedback), 3 (Audit Rights), 4 (Limited Warranty; Limitation of Liability), 5 (Indemnification), 6 (Term and Termination), 7 (Confidential Information; Access to Software) and 9 (General Provisions) shall survive termination or expiration of this Agreement.

7   **END-OF-LIFE**

Safe-T reserves the right to end-of-life (EOL) the Software three (3) years after the end-of-sale date. If you prepaid the fee for the Software which is subject to EOL, Safe-T will use commercially reasonable efforts to transition you to a substantially similar Software. If Safe-T does not have a substantially similar Software, then Safe-T will credit you any unused portion of the prepaid fee for such Software, calculated from the last date the Safe-T Cloud Software is available. Such credit can be applied towards the future purchase of Safe-T products.

8   **Confidential Information; Access to Software**

8.1   "**Confidential Information**" shall mean any information, technical data, or know-how, in written, graphic, machine readable form or any other form, including but not limited to information which may relate to past, present and future research, product plans, products (including the Software) or services of SAFE-T, and including any unannounced products or services of Safe-T Data, the Software and the documentation relating to the Software or any part or derivative thereof, that is disclosed to or learned by Licensee in connection with this Agreement. Confidential Information shall also include the terms and conditions of this Agreement, including the pricing terms, Licensee Feedback and fees.

8.2　Licensee shall not use or disclose any Confidential Information except as expressly authorized by this Agreement, and shall protect all such Confidential Information using the same degree of care which Licensee uses with respect to its own proprietary information of similar importance, but in no event with safeguards less than a reasonably prudent business would exercise under similar circumstances. Licensee shall not use the Confidential Information for any purpose other than as strictly needed to exercise its rights under this Agreement. The transfer of Confidential Information to Licensee does not grant Licensee any ownership or license rights are in any Confidential Information. Licensee shall use commercially reasonable efforts to prevent any actual or threatened unauthorized copying, use or disclosure of Confidential Information, and shall promptly notify SAFE-T of any such actual or threatened unauthorized disclosure or use.　If any Confidential Information must be disclosed to any third party by reason of legal, accounting or regulatory requirements beyond the reasonable control of Licensee, Licensee shall promptly notify SAFE-T of the order or request and permit SAFE-T (at its own expense) to seek an appropriate protective order.

9　General Provisions

9.1　Dispute Resolution and Governing Law.　In the event of any controversy, dispute or claim between SAFE-T and Licensee, arising out of or related to this Agreement,　the parties shall follow the dispute resolution procedures as set forth: (i) the parties shall first attempt to resolve a dispute, at the written request of either party, through discussions between an authorized senior management representative of SAFE-T and an authorized senior management representative of Licensee, (ii) If a dispute is not resolved by the foregoing discussions within thirty (30) days, the parties shall, at the written request of either party, submit the dispute to court of competent jurisdiction as follows: If Licensee is　a user residing in Israel, this Agreement shall be governed in all respects by the laws of the State of Israel, without regard to the conflicts of laws principles, and the courts in Tel-Aviv-Yafo, Israel shall have exclusive jurisdiction over any dispute or claim arising out of this EULA. If Licensee is　a user residing outside the State of Israel, this Agreement shall be governed in all respects by the laws of the State of Delaware, without regard to the conflicts of laws principles, and the US District Court in Wilmington, DE shall have exclusive jurisdiction over any dispute or claim arising out of this EULA.

9.2　Severability.　If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. This Agreement has been negotiated by the parties and their respective counsel and will be interpreted fairly in accordance with its terms and without any strict construction in favor of

or against either party.

9.3　Amendments. The Agreement shall not be modified except by a written agreement that names this Agreement and any provision to be modified, is dated subsequent to the Effective Date, and is signed by duly authorized representatives of both parties.

9.4　No Waiver. No failure or delay on the part of either party in the exercise of any right, power or remedy under this Agreement or under law shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude other or further exercise thereof, or the exercise of any other right, power or remedy.

9.5　No Assignment. This Agreement, and Licensee's rights and obligations herein, may not be assigned or otherwise transferred by Licensee without SAFE-T's prior written consent, and any attempted assignment in violation of the foregoing will be null and void. The terms of this Agreement shall be binding upon the parties' respective assignees.

9.6　Independent Contractors. SAFE-T's relationship to Licensee is that of an independent contractor, and neither party is an agent or partner of the other. Neither party will have, or will represent to any third party that it has, any authority to act on behalf of the other party.

9.7　Export Restrictions.　The parties acknowledge that the Software is subject to U.S. and Israeli export control laws and regulations. The parties agree to comply with all applicable international and national laws that apply to the Software, including the Israeli Export Control Laws and U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. Under no circumstances may Software be exported to: Cuba, Iran, North Korea, Sudan and Syria or any location in control thereof. The parties hereto further warrant that they are not on the U.S Treasury Department list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders.

9.8　Counterparts.　This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

9.9　No Third Party Beneficiaries. This Agreement is solely between SAFE-T and Licensee. There are no third party beneficiaries, express or implied, to this Agreement.

9.10　Entire Agreement.　This Agreement constitutes the entire agreement between the parties with respect to the subject matter contemplated herein, and merges all prior and contemporaneous communications. Specifically, in the event of any conflict between this Agreement and any click-wrap or shrink-wrap provisions accompanying the Software, the terms of this Agreement shall prevail, notwithstanding anything to the contrary contained in the click/shrink wrap provisions.