

IronScales Ltd.
End User License Agreement

THIS AGREEMENT (THE "**AGREEMENT**") CONSTITUTES A BINDING CONTRACT BETWEEN IRONSCALES LTD. ("**WE**", "**US**", "**OUR**", THE "**COMPANY**"), AND YOU – A LEGAL ENTITY (A COMPANY, A PARTNERSHIP, OR ANY OTHER LEGAL ENTITY, HEREINAFTER: "**ORGANIZATION**" OR "**CUSTOMER**"), IDENTIFIED BY THE DETAILS PROVIDED DURING THE REGISTRATION PROCESS OR ELSEWHERE, OR AN INDIVIDUAL (EMPLOYEE OR OTHERWISE, HEREINAFTER: "**USER**") DESIGNATED BY THE ORGANIZATION TO USE THE SERVICE FOR THE BENEFIT OF THE ORGANIZATION. THE TERMS "**YOU**" AND "**YOUR**" WILL APPLY COLLECTIVELY TO SUCH ORGANIZATION AND SUCH USER, UNLESS OTHERWISE EVIDENT FROM THE CONTEXT.

IF YOU ARE ACTING ON BEHALF OF THE ORGANIZATION TO ACQUIRE A RIGHT TO USE THE SERVICE, THEN YOU REPRESENT AND WARRANT THAT YOU ARE DULY AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE ORGANIZATION AND THAT YOU HAVE THE PROPER AUTHORITY TO LEGALLY BIND THE ORGANIZATION, BY THIS AGREEMENT.

TAKING ANY STEP TO SET-UP, CONFIGURE OR INSTALL THE PLATFORM CONSTITUTES YOUR ASSENT TO AND ACCEPTANCE OF THIS END USER LICENSE AGREEMENT. WRITTEN APPROVAL IS NOT A PREREQUISITE TO THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT AND NO SOLICITATION OF ANY SUCH WRITTEN APPROVAL BY OR ON BEHALF OF YOU SHALL BE CONSTRUED AS AN INFERENCE TO THE CONTRARY. IF YOU HAVE ORDERED THIS PLATFORM AND SUCH ORDER IS CONSIDERED AN OFFER BY YOU, THE COMPANY'S ACCEPTANCE OF YOUR OFFER IS EXPRESSLY CONDITIONAL ON YOUR ASSENT TO THE TERMS OF THIS AGREEMENT, TO THE EXCLUSION OF ALL OTHER TERMS. IF THESE TERMS ARE CONSIDERED AN OFFER BY THE COMPANY, YOUR ACCEPTANCE IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH ALL THE TERMS OF THIS AGREEMENT, YOU MUST RETURN THIS PLATFORM WITH THE ORIGINAL PACKAGE AND THE PROOF OF PAYMENT TO THE PLACE YOU OBTAINED IT FOR A FULL REFUND.

1. Definitions:

- 1.1. "**Content**" means information and data related to the Customer's use of the Platform, the Customer's network architecture and layout, the Platform's functions and processes as carried out on the Customer's network and security threats in the Customer's network that the Platform has detected.
- 1.2. "**Documentation**" means the technical specifications, user-guides and tutorials associated with the Platform, as provided by the Company.
- 1.3. "**Fees**" means, collectively, the License Fees and the Annual Maintenance & Support Services fee, as specified in Your Purchase Order.
- 1.4. "**Maintenance & Support Services**" means the provision of technical assistance and Platform updates, upgrades and enhancements, provided to Customers that choose to subscribe to such supplementary services, all as set forth in section 12 below.
- 1.5. "**Marks**" means all trademarks, service marks, logos, insignia or any other designation of source or origin, whether registered or not.
- 1.6. "**Output Reports**" means the findings regarding network security threats that the Platform has detected.
- 1.7. "**Platform**" means the Company's proprietary automated security assessment and anti-spear phishing training platform, and the Documentation.
- 1.8. "**Purchase Order**" means that purchase order submitted by You or by the Organization to Our Value Added Reseller.

2. Interpretation.

The term "including", means including, but not limited to, and without limitation, to the generality of the preceding phrase. All examples in the Agreement and all "i.e." and "such as" notations, indicate an illustration, by way of example only, of the preceding phrase, without limiting its generality. Terms defined in the Order Form shall have the same meaning as defined there

3. License; Use of the Platform;

- 3.1. **License.** Subject to the terms of this Agreement, We grant only to the Customer a limited, non-exclusive, non-transferable, and non-sublicensable right, during the Term of this Agreement, to install and use the Platform in accordance with the relevant end user documentation provided by the Company for the Platform (the "**License**") provided that such right may be deployed only internally, within your Organization. You have no right to receive, use or examine any source code or design documentation relating to the Platform. Your limited right to install and use the Platform shall automatically expire upon termination or cancellation of this Agreement by the Company in accordance with Section 4.3 below.
- 3.2. **Output Reports.** You hereby assume sole and exclusive responsibility: (i) for all acts or omissions performed by You in response to the Output Reports; (ii) to thoroughly review the Output Reports frequently, check for any alerts or warnings issued by the Platform, address the findings specified in the Output Reports and determine what actions are appropriate in light thereof and (iii) to carry out the actions which You deem appropriate as a result of the Output Reports.

4. Restrictions

- 4.1. You may not, by yourself or through others, use or permit the use of the Platform by more than such number of users agreed upon, unless the scope of the license is specifically extended, by express prior authorization of the Company, for additional users, and the corresponding additional license fees are paid.
- 4.2. Without prejudice to any other right the Company has under this Agreement or under law, the Company may employ technological measures to detect and prevent fraudulent or unauthorized use of the Platform or parts thereof. The Company may revoke your license to use the platform and without prior notice, if the company, at its discretion, deems your use of the platform to be fraudulent or unauthorized.
- 4.3. You may not, by yourself or through others :
 - 4.3.1. Modify the Platform in any manner not clearly and conspicuously instructed by the Company or documented in the Documentation;
 - 4.3.2. Make derivative works of, disassemble, de-compile or reverse engineer any part of the Platform;
 - 4.3.3. Redistribute or sublicense the Platform, or any part thereof, to any other party, under OEM or other arrangements ;
 - 4.3.4. Develop, or create, or permit others to develop or create, a product or service similar to or in competition with, the Platform;
 - 4.3.5. Collect, harvest, obtain or process information about the Platform itself, or about other users of the Platform .
- 4.4. You may not engage in or attempt to engage in:
 - 4.4.1. Any form of testing, scanning, scraping, probing, robotic navigating, bulk extracting or hacking of the Platform;
 - 4.4.2. Breaching the security of the Platform or identifying any security vulnerabilities thereof;
 - 4.4.3. Interfering with, circumventing, manipulating, impairing or disrupting the operation, or the functionality of the Platform;
 - 4.4.4. Working around or circumventing any technical limitations in the Platform;
 - 4.4.5. Activities which may enable features or functionalities which are otherwise disabled, inaccessible or undocumented in the Platform.
- 4.5. You may not modify or alter the Marks or any other material covering the Marks provided by the Company, without The Company's express prior written approval.
- 4.6. You agree not to allow others to use the Platform and You will not use the Platform for the benefit of third parties.
- 4.7. The Platform is licensed to You based on the applicable license configuration purchased. The license permits the use of the Platform in accordance with the type of system and the number of users indicated in Your Purchase Order and any other term set forth herein and/or in any applicable purchase order. Without derogation from any applicable laws, it is a violation of this End User License Agreement to create or design any hardware, software or system which alters any component of the Platform with the intent or resulting effect, of circumventing the license provided herein.

- 4.8. YOU MAY NOT USE THE PLATFORM FOR ANY ACTIVITY THAT CONSTITUTES, OR ENCOURAGES CONDUCT THAT WOULD CONSTITUTE, A CRIMINAL OFFENSE, GIVE RISE TO CIVIL LIABILITY OR OTHERWISE VIOLATE ANY APPLICABLE LAW OR INDUSTRY STANDARD, INCLUDING ANY APPLICABLE LAWS AND REGULATIONS GOVERNING COMPUTER HACKING, PRIVACY AND EXPORT CONTROL.
- 4.9. **"Open Source Software"** shall mean software licensed under terms that require You to make modifications to the Open Source Software or any software that You combine with the Open Source Software freely available in source code form. You shall not use Open Source Software, including software licensed under the GNU General Public License ("GPL"), the Mozilla Public License ("MPL") or the IBM Public License ("IPL"), in the creation of interfaces or in any other way together with or in combination with the Platform or any part thereof if such use may: (i) create, or purport to create, obligations of the Company with respect to the Platform; (ii) grant, or purport to grant, to any third party any rights to, waivers of or immunities under the Company's intellectual property or proprietary rights; and/or (iii) cause, or be interpreted or asserted to cause, the Platform in whole or in part or any modifications or enhancements thereof to become subject to the terms of the GPL, MPL or IPL or other Open Source Software license.

5. Title and Intellectual Property

- 5.1. All rights, title and interest in and to the Platform, including, patents, copyrights, trademarks, trade names, service marks, trade secrets and other intellectual property rights, and any goodwill associated therewith, are owned by or licensed to the Company. Other than what is expressly granted by this Agreement, the Company does not grant any other rights to patents, copyrights, trademarks (whether registered or unregistered), trade names, trade secrets, domain names or any other rights, functions, licenses or content with respect to, or in connection with, the Platform.
- 5.2. Nothing in this Agreement constitutes a waiver of the Company's intellectual property rights under any law. The licenses for the Platform granted pursuant to this Agreement gives You a limited right to use the Platform, but does not constitute a sale of the Platform.
- 5.3. ANY USE OF THE PLATFORM IN VIOLATION OF THE LIMITED LICENSE GRANTED HEREUNDER OR RESTRICTIONS IMPOSED IN THIS AGREEMENT MAY RESULT IN THE REVOCATION OF THE LICENSE AND MAY EXPOSE YOU TO CLAIMS FOR DAMAGES. IF THE COMPANY DETERMINES THAT THE PLATFORM HAS BEEN USED IN VIOLATION OF THE LIMITED LICENSE GRANTED HEREUNDER OR RESTRICTIONS IMPOSED IN THIS AGREEMENT, YOU WILL, AT THE COMPANY'S REQUEST, COMPENSATE THE COMPANY FOR EACH YEAR OR PART THEREOF DURING WHICH THE VIOLATION WAS COMMITTED, IN AN AMOUNT EQUAL TO FIVE (5) TIMES THE LICENSE FEE THAT WITH WHICH THE VIOLATION IS ASSOCIATED, HAVE PAID. PAYMENT OF THIS LIABILITY FEE DOES NOT REPLACE THE COMPANY'S RIGHTS TO OTHER REMEDIES OR DAMAGES AWARDED BY A COMPETENT COURT OR ARBITRATION PROCESS. THE PARTIES AGREE AND ACKNOWLEDGE THAT THE ABOVE AMOUNT CONSTITUTES A SOUND AND BALANCED APPROXIMATION OF THE DAMAGES THE COMPANY IS LIKELY TO SUFFER IN SUCH A CASE.
- 5.4. You agree to take all reasonable steps to prevent unauthorized copying, use or disclosure of the Platform.
- 5.5. All goodwill arising out of any use of a Party's Marks, by the other Party, will inure solely to the benefit of the proprietor Party. Each Party agrees that it will not engage or participate in any activity or course of action that dilute, diminishes or tarnishes the image or reputation of the other Party or its Mark.

6. Confidentiality

- 6.1. In the course of its operation, the Platform may transmit the Content to the Company. The Company may use the Content for the following purposes:
- 6.1.1. To perform its obligations under this Agreement, improve and customize the Platform and the Maintenance & Support Services;
- 6.1.2. To collect Fees, to conduct administrative activities necessary to maintain and provide the Platform and the Maintenance & Support Services, enforce this Agreement, take any action in any case of dispute, or legal proceeding of any kind, involving You with respect to the Platform, and prevent fraud, misappropriation, infringements, identity theft and other illegal activities and misuse of the Platform;
- 6.1.3. If the Company is required, or reasonably believes that it is required, by law, to share or disclose the Content, or if such sharing or disclosure is required pursuant to a subpoena, order, or decree issued by a competent judicial or administrative authority, provided that, to the extent legally permitted, the Company will give You prompt notice of the requirement prior to such disclosure, to allow it, at its exclusive cost and expense, to intervene and protect its interests in the Content, should the Customer so desire;
- 6.1.4. Derive information and analyses of security issues, from the Content, in a manner that does not identify You, and use such derived information and analyses for any purpose, including commercial purposes. You will not be entitled to any remuneration from the Company, for the Company's use of such derived data or analyses.
- 6.2. Subject to the foregoing, We will take precautions to maintain the confidentiality of the Content. We will not use or disclose, or have the Content used or disclosed, except as described above, or otherwise subject to Your express, prior, written permission. Our personnel will access the Content on a strict 'need to know' basis, subject to the terms herein.
- 6.3. You hereby agree that, if We deem that We cannot remotely access the Content, then You will grant Us and Our representatives, during normal business hours, such physical access to Your computer network as may be necessary for Us to adequately obtain the Content;
- 6.4. You acknowledge that the Platform and all elements thereof, including without limitation, its design, structure, capabilities, functionality, payment details and Documentation, constitute Our confidential information. Accordingly, You must treat all such information as confidential material in a manner no less protective than You use to protect Your own similar assets, but in no event less than reasonable care. Without derogating from the foregoing, You will maintain in strict confidentiality any information regarding the Platform's functionality, capabilities, structure, design and all other details related thereto, any of Our business practices, tutorials and training material, and will not disclose them, or have them disclosed, directly or indirectly to any third party without Our prior written consent.
- 6.5. Notwithstanding the foregoing, you may, disclose confidential information, only if and to the extent such disclosure is required in order to comply with a legal obligation including, orders, subpoenas, decrees or request prescribed by a competent judicial, administrative or regulatory authority, provided that, to the extent legally permitted, you promptly notify Us of such legal obligation, to give Us an opportunity to challenge the legally required disclosure.

7. Customer Data

- 7.1. Customer hereby acknowledges and agrees that Company is acting as a data processor and will use any data (including personal data) supplied or disclosed to it by Customer, or processed through the Platform ("**Customer Data**") only in accordance with Customer's instructions in performing its obligations under this Agreement. Company will implement appropriate technical and organizational measures to protect the Customer Data provided by Customer against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure of the Customer Data.
- 7.2. Customer hereby warrants and represents that it will provide all appropriate informed consents, comply at all times with all applicable privacy and data protection laws and regulations (including the EU General Data Protection Regulation ("GDPR")) and industry guidelines to which Customer is subject, for allowing Company to use the Customer Data in accordance with this Agreement (including, without limitation, the provision of such data to Company, the transfer of such data by Company to its affiliates and subcontractors, including transfers outside of the European Economic Area).
- 7.3. To the extent that Customer is subject to the GDPR, Customer shall sign the Company's Data Processing Agreement ("**DPA**") attached hereto as Exhibit A.
- 7.4. In the event Customer fails to comply with any data protection or privacy law or regulation, the GDPR and/or any provision of the DPA, and/or fails sign the DPA, then: (a) to the maximum extent permitted by law, Customer shall be fully liable for any such breach, violation, infringement and/or processing of Customer Data without a DPA by Company and Company's affiliates and subsidiaries (including, without limitation, their employees, officers, directors, subcontractors and agents); (b) in the event of any claim of any kind related to any such breach, violation or infringement and/or any claim related to processing of Customer without a DPA, Customer shall defend, hold harmless and indemnify Company and Company's affiliates and subsidiaries (including,

without limitation, their employees, officers, directors, subcontractors and agents) from and against any and all losses, penalties, fines, damages, liabilities, settlements, costs and expenses, including reasonable attorneys' fees; and (c) the limitation of Customer's liability under Section 10 below shall not apply in connection with Sections 7.4(a) and 7.4(b) above.

8. Term and Termination

This Agreement is affective until the termination thereof as set forth herein. The Company may terminate this Agreement at any time upon Your breach of any of the provisions hereof (the "Term"). Upon termination of this Agreement, You agree to cease all use of the Platform and to return the Platform and all documentation and related materials in Your possession to the Company. For the removal of any doubt, no refunds or any portion thereof will be made. Except for the License granted herein and as expressly provided herein, the terms of this Agreement shall survive termination.

9. Limited Warranty, Warranty Disclaimers

- 9.1. The Company does not warrant that Your use of the Platform will be error-free or uninterrupted. The Company warrants that, during the Term of this Agreement and subject to full and timely payment of applicable Annual Maintenance & Support Services fees by You, the Company will, at its own expense, as its sole obligation, and as Your exclusive remedy: (i) maintain the Platform with certain periodic releases pursuant to the scope of maintenance and support services agreed between You and the Company; and (ii) make efforts to correct errors in the Platform reported to the Company by You, and respond to inquiries, in the manner, time frames and scope agreed upon between the parties.
- 9.2. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE COMPANY HEREBY DISCLAIMS ALL OTHER WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY OF THE OUTPUT REPORTS, PLATFORM INTEGRATION, MAINTENANCE & SUPPORT SERVICES, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. WITHOUT LIMITING THE FOREGOING, THE COMPANY SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES THAT THE OUTPUT REPORTS, THE COMPANY'S MAINTENANCE & SUPPORT SERVICES, OR THE PLATFORM WILL MEET YOUR REQUIREMENTS OR FULFILL ANY OF YOUR NEEDS. TO THE EXTENT THE COMPANY MAY NOT, AS A MATTER OF APPLICABLE LAW, DISCLAIM ANY WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY SHALL BE THE MINIMUM PERMITTED UNDER SUCH LAW.
- 9.3. You acknowledge that the Platform relies on network, infrastructure, hardware and software, partly managed and operated by others. The Company does not warrant that the Platform will operate in an uninterrupted or error-free manner, or that it will always be available, free from errors or omissions, malfunctions, bugs or failures, including hardware failures, software failures and software communication failures. If the Company receives notice of any Platform failure or malfunction, or if the Company identifies them by itself, the Company will endeavor to regain the Platform's full availability, pursuant to section 11 below. However, such incidents will not be considered a breach of this Agreement, and the Company shall be excused from the performance of its obligations under this Agreement, insofar as the performance is prevented, or interfered with, due to acts by third parties, or conditions beyond the Company's reasonable control.
- 9.4. Exclusions: Notwithstanding anything herein to the contrary, the Company's warranty obligations above, and its obligations pursuant to Section 11, will not apply, in any of the following events:
 - 9.4.1. The non-performance was caused by Your acts or omissions or anyone on your behalf, which are not compliant with the permitted use of the Platform under this Agreement.
 - 9.4.2. The Platform has been modified, repaired or altered by anyone other than the Company, or in the event that customizations thereto have been developed and/or changes thereto have been introduced by anyone other than the Company, or without the Company's prior written approval; or
 - 9.4.3. The Platform has been combined with, or installed on or with, irregular software or equipment, not authorized by the Company.
 - 9.4.4. The version of the Platform at the time of the event setting the base for the warranty claim was not the most recent Up-to-date Version, provided that you, decline d Automated Update and We have notified You that such Up-to-date Version is available.
- 9.5. The Company will assume no liability whatsoever for damages incurred or sums paid by You, in connection with any fault by You or any third party's harmful components impacting Your computer network (such as computer viruses, worms, computer sabotage, or "denial of service" attacks).

10. Limitation of Liability

- 10.1. EXCEPT FOR ANY BREACH OF SECTION 5, 6 OR 7, OR EACH PARTY'S OBLIGATIONS UNDER SECTION 10, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, EXEMPLARY, STATUTORY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOSS OF DATA OR PROFITS, INABILITY TO USE THE PLATFORM OR RELIANCE UPON THE OUTPUT REPORTS, WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR ANY BREACH OF SECTION 5 OR 6 OR EACH PARTY'S OBLIGATIONS UNDER SECTION 10, THE COMPANY'S ENTIRE LIABILITY ARISING FROM THIS AGREEMENT WILL NOT EXCEED AN AMOUNT EQUAL TO THE AGGREGATE FEES PAID BY YOU TO THE COMPANY, PURSUANT TO THIS AGREEMENT, IN THE 12 MONTHS PRECEDING THE EVENT PURPORTEDLY GIVING RISE TO THE LIABILITY.
- 10.2. The Company's sole liability and your exclusive remedy, for any claims regarding the Platform's performance, availability, errors or malfunctions, is the performance of the Maintenance & Support Services pursuant to section 12 below.
- 10.3. The Company has no responsibility or liability in respect to the Your reliance upon, or use of, the Output Reports, any actions or omission You perform in connection with the Output Reports, or any consequences resulting therefrom.

11. Indemnification

- 11.1. The Company Indemnity. The Company shall indemnify, defend and/or settle, and hold You and Your directors, officers and employees, harmless from and against any and all liabilities, losses, damages, costs and expenses (including reasonable attorneys' and experts' fees) incurred by them pursuant to any third party claim brought against them that the Platform infringes any valid copyright, patents, trademarks or trade secrets. The Company shall have no obligation under this section with respect to any claim based upon or arising from (A) modification of the Platform in any manner not expressly permitted in the Documentation, by any person or entity other than the Company, if an infringement claim would have been avoided but for the modification; or (B) any use of the Platform, outside the scope of the license granted in, or contrary to, the provisions of this Agreement; or (C) the Output Reports or (D) the combination of the Platform with any other service or product. In the event that the Platform is held to, or the Company believes is likely to, be held to infringe any intellectual property right of a third party, the Company may, at its own expense, (x) modify or substitute the Platform so that it is no longer infringing but retains substantially similar features and functionality; (y) obtain for You a license to continue using the Platform as contemplated herein; or (z) if (x) and (y) are not reasonably practicable, terminate this Agreement as to the infringing Platform.
- 11.2. Your Indemnity. You shall indemnify, defend and/or settle, and hold the Company and its directors, officers, employees, and agents, harmless from and against any and all liabilities, losses, damages, costs and expenses (including reasonable attorneys' and experts' fees) incurred by the Company pursuant to any third party claim brought against the Company to the extent such claim results from or relates to: (A) modification of the Platform in any manner not expressly permitted in the Documentation, by any person or entity other than the Company, if an infringement claim would have been avoided but for the modification; or (B) any use of the Platform, outside the scope of the license granted in, or contrary to, the provisions of this Agreement; (C) the combination of the Platform with any other service or product, or (D) any other breach of Your undertakings or covenants hereunder.

11.3. **Indemnity Procedure.** The foregoing indemnification obligations are dependent upon the Party seeking indemnification (“**Indemnitee**”) providing the indemnifying party (“**Indemnitor**”) with (i) prompt written notice of any indemnifiable claim; (ii) all reasonable assistance and cooperation in the defense of such indemnifiable claim and any related settlement negotiations, at the Indemnitor’s expense; and (iii) exclusive control over the defense of such indemnifiable claim and any related settlement negotiations. Indemnitee will not settle or compromise any such claim without the Indemnitor’s prior written consent, which will not be unreasonably withheld or delayed. The Indemnitee will have the right, at its own expense, to participate in the defense (and related settlement negotiations) of any indemnifiable claim with counsel of its own selection.

12. **Maintenance & Support Services**

- 12.1. During the Term, and subject to the terms and conditions of this agreement, and Your full and timely payment to the Company of all applicable Fees, We and/or Our Value Added Reseller, will provide you technical support for questions, problems and inquiries regarding the Platform, pursuant to the support scheme, hours and channels agreed upon between You and the Company (directly and/or through Our Value Added Reseller). We will endeavor to respond to support requests within a reasonable time, and provide a reasonable resolution to your question, problem or inquiry .
- 12.2. The Company may, upon Your prior consent, remotely send and automatically install on the Platform – updates, upgrades, code modifications, enhancements, bug fixes, improvements, and any other form of code or settings changes in, or to, the Platform (each an "**Automated Update**"). Such installation may change the layout, design or display of the Platform (an "**Up-to-date Version**"). Should You decline an Automated Update, You shall have the ability to install such Automated Update manually by downloading such Up-to-date Version from Our website, provided that You are subscribed to the Maintenance & Support Services and provide further that Your license is still in effect.
- 12.3. The Company will provide the technical support services agreed upon, only if You have subscribed to such Maintenance & Support Services. In any event, the Company’s performance of its obligations in this respect, is conditioned upon Your full and timely payment of all applicable annual subscription Fees for Maintenance & Support Services.
- 12.4. The Company may discontinue the provision of Maintenance & Support Services (and, accordingly, discontinue collecting the respective monthly subscription Fees for Maintenance & Support Services), through prior notice to You of no less than thirty (30) days.

13. **General**

- 13.1. **Injunctive Relief.** In the event of breach of this Agreement or the License hereunder, You hereby acknowledge that such a breach may cause irreparable harm to the Company for which monetary or other damages may not be an adequate remedy, and therefore, in addition to any other legal or equitable remedies, The Company will be entitled to seek an injunction or other equitable remedy against such breach.
- 13.2. **Assignment.** You may not assign this Agreement, or any of its rights and obligations hereunder, without Our express prior written consent. Notwithstanding the aforesaid, We are entitled, without the need for any consent, to assign this Agreement, in its entirety, or any of its rights and obligations hereunder, to its affiliates, or upon a merger, acquisition, change of control or the sale of all or substantially all of its equity or assets relating to this Agreement. With such assignment of the entire Agreement, the Company is released from all its duties, liabilities and obligations under this Agreement, except its confidentiality obligations. Any purported assignment by You, except as provided above, will be null and void.
- 13.3. **Governing Law and Jurisdiction.** This Agreement and any dispute related thereto or in connected therewith, will be exclusively governed by, and construed in accordance with, the laws of the State of Israel, without regard to its conflicts of law principles which may result in the application of provisions of law other than those of Israel. In such a case, the sole and exclusive personal jurisdiction and venue for any legal proceedings in connection with this Agreement will be in the competent courts located in Tel-Aviv, Israel.
- 13.4. **Third party Software.** Certain third parties software may be provided with the Platform for use in connection with the Platform subject to the licenses of their respective proprietors. The third parties software may be used only in connection with the Platform. The provisions of this Agreement shall apply to all third party software provided and to third party software as if they were the Platform and the Company, respectively.
- 13.5. **Complete Terms and Severability.** This Agreement constitutes the entire and complete agreement between you and us concerning any use of, or in connection with, the Platform. This Agreement supersedes all prior oral or written statements, understandings, negotiations and representations with respect to the subject matter herein. If any provision of this Agreement is held invalid or unenforceable, that provision must be construed in a manner consistent with the applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining provisions will remain in full force and effect. This Agreement may be modified or amended only in writing, signed by the duly authorized representatives of both parties.
- 13.6. **No Waiver of Rights and Remedies.** Neither Party will, by mere lapse of time, without giving notice thereof, be deemed to have waived any breach by the other Party of any terms or provisions of this Agreement. A waiver by either Party, of any breach, will not be construed as a waiver of subsequent breaches or as a continuing waiver of such breach.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date of the last signature below.

IRONSCALES LTD.
By: _____
Title: _____
Date: _____

[Redacted]
By: _____
Title: _____
Date: _____

* * * * *

DATA PROCESSING ADDENDUM

This Data Processing Agreement (“**DPA**”) is made and entered into as of this ____ day of ____, 201_ forms part of the Client End User License Agreement (the “**Agreement**”). You acknowledge that you, on behalf of [_____] incorporated under _____ law, with its principal offices located at _____ (“**Organization**”) (collectively, “**You**”, “**Your**”, “**Client**”, or “**Data Controller**”) have read and understood and agree to comply with this DPA, and are entering into a binding legal agreement with IRONSCALES as defined below (“**IRONSCALES**”, “**Us**”, “**We**”, “**Our**”, “**Service Provider**” or “**Data Processor**”) to reflect the parties’ agreement with regard to the Processing of Personal Data (as such terms are defined below) of GDPR-protected individuals. Both parties shall be referred to as the “Parties” and each, a “Party”.

WHEREAS, IRONSCALES shall provide the services set forth in the Client Agreement (collectively, the “**Services**”) for Client, as described in the Agreement; and

WHEREAS, The Services may entail the processing of personal data in accordance with the EU Data Protection Directive 95/46/EC and its corresponding implementation laws in the EU Member States, as well as, as of May 25th 2018, the General Data Protection Regulation (EU) 2016/679 (collectively, the “**Data Protection Laws and Regulations**”); and

WHEREAS, In the course of providing the Services pursuant to the Agreement, we may process Personal Data on your behalf, in the capacity of a “Data Processor”; and the Parties wish to set forth the arrangements concerning the processing of Personal Data within the context of the Services and agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

NOW THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the parties, intending to be legally bound, agree as follows:

1. INTERPRETATION AND DEFINITIONS

- 1.1 The headings contained in this DPA are for convenience only and shall not be interpreted to limit or otherwise affect the provisions of this DPA.
- 1.2 References to clauses or sections are references to the clauses or sections of this DPA unless otherwise stated.
- 1.3 Words used in the singular include the plural and vice versa, as the context may require.
- 1.4 Capitalized terms not defined herein shall have the meanings assigned to such terms in the Agreement.
- 1.5 Definitions:
 - (a) “**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “**Control**”, for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
 - (b) “**Authorized Affiliate**” means any of Client's Affiliate(s) which (a) is subject to the Data Protection Laws And Regulations of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom, and (b) is permitted to use the Services pursuant to the Agreement between Client and IRONSCALES, but has not

signed its own agreement with IRONSCALES and is not a "Client" as defined under the Agreement.

- (c) **“Controller” or “Data Controller”** means the entity which determines the purposes and means of the Processing of Personal Data. For the purposes of this DPA only, and except where indicated otherwise, the term "Data Controller" shall include yourself, the Organization and/or the Organization’s Authorized Affiliates.
- (d) **“Data Protection Laws and Regulations”** means all laws and regulations, including laws and regulations of the European Union, the European Economic Area and their Member States, Switzerland and the United Kingdom, applicable to the Processing of Personal Data under the Agreement.
- (e) **“Data Subject”** means the identified or identifiable person to whom the Personal Data relates.
- (f) **“Member State”** means a country that belongs to the European Union and/or the European Economic Area. “Union” means the European Union.
- (g) **“IRONSCALES”** means IRONSCALES Ltd.
- (h) **“IRONSCALES Group”** means IRONSCALES and its Affiliates engaged in the Processing of Personal Data.
- (i) **“GDPR”** means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
- (j) **“Personal Data”** means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- (k) **“Process(ing)”** means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- (l) **“Processor” or “Data Processor”** means the entity which Processes Personal Data on behalf of the Controller.
- (m) **“Security Documentation”** means the Security Documentation applicable to the specific Services purchased by Client, as updated from time to time, or as otherwise made reasonably available by IRONSCALES.
- (n) **“Sub-processor”** means any Processor engaged by IRONSCALES.
- (o) **“Supervisory Authority”** means an independent public authority which is established by an EU Member State pursuant to the GDPR.

2. PROCESSING OF PERSONAL DATA

2.1 **Roles of the Parties.** The Parties acknowledge and agree that with regard to the Processing of Personal Data, (i) Client is the Data Controller, (ii) IRONSCALES is the Data Processor and that (iii) IRONSCALES or members of the IRONSCALES Group may engage Sub-processors pursuant to the requirements set forth in Section 5 “Sub-processors” below.

2.2 **Client’s Processing of Personal Data.** Client shall, in its use of the Services, Process Personal Data in accordance with the requirements of Data Protection Laws and Regulations. For the avoidance of doubt, Client’s instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. Client shall have sole responsibility for the means by which Client acquired Personal Data. Without limitation, Client shall have any and all required legal bases in order to collect, Process and transfer to Data Processor the Personal Data and to authorize the Processing by Data Processor of the Personal Data which is authorized in this DPA.

- 2.3 **Data Processor's Processing of Personal Data.** Subject to the Agreement, Data Processor shall Process Personal Data in accordance with Client's documented instructions for the following purposes: (i) Processing in accordance with the Agreement and this DPA and to provide the Services; (ii) Processing for Client to be able to use the Services; (iii) Processing to comply with other documented reasonable instructions provided by Client (e.g., via email) where such instructions are consistent with the terms of the Agreement; (iv) Processing as required by Union or Member State law to which Data Processor is subject; in such a case, Data Processor shall inform the Client of the legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

To the extent that Data Processor cannot comply with a request from Client and/or its authorized users (including, without limitation, any instruction, direction, code of conduct, certification, or change of any kind), Data Processor (i) shall inform Client, providing relevant details of the problem, (ii) Data Processor may, without any kind of liability towards Client, temporarily cease all Processing of the affected Personal Data (other than securely storing those data), and (iii) if the Parties do not agree on a resolution to the issue in question and the costs thereof, each Party may, as its sole remedy, terminate the Agreement and this DPA with respect to the affected Processing, and Client shall pay to Data Processor all the amounts owed to Data Processor or due before the date of termination. Client will have no further claims against Data Processor (including, without limitation, requesting refunds for Services) due to the termination of the Agreement and/or the DPA in the situation described in this paragraph (excluding the obligations relating to the termination of this DPA set forth below).

IRONSCALES will not be liable in the event of any claim brought by a third party, including, without limitation, a Data Subject, arising from any act or omission of IRONSCALES, to the extent that such is a result of Client's instructions.

If Client provides IRONSCALES or any of the entities of the IRONSCALES Group with instructions, requests, suggestions, comments or feedback (whether orally or in writing) with respect to the Services, Client acknowledges that any and all rights, including intellectual property rights, therein shall belong exclusively to IRONSCALES and that such shall be considered IRONSCALES's intellectual property without restrictions or limitations of any kind, and Client hereby irrevocably and fully transfers and assigns to IRONSCALES any and all intellectual property rights therein and waives any and all moral rights that Client may have in respect thereto.

- 2.4 **Details of the Processing.** The subject-matter of Processing of Personal Data by Data Processor is the performance of the Services pursuant to the Agreement. The duration of the Processing, the nature and purpose of the Processing, as well as the types of Personal Data Processed and categories of Data Subjects under this DPA are further specified in Schedule 1 (Details of the Processing) to this DPA.

3. RIGHTS OF DATA SUBJECTS

- 3.1 **Data Subject Request.** Data Processor shall, to the extent legally permitted, promptly notify Client if Data Processor receives a request from a Data Subject to exercise the Data Subject's right of access, right to rectification, erasure ("right to be forgotten"), restriction of Processing, data portability, right to object, or its right not to be subject to automated individual decision making ("Data Subject Request"). Taking into account the nature of the Processing, Data Processor shall assist Client by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Client's obligation to respond to a Data Subject Request under Data Protection Laws and Regulations. In addition, to the extent Client, in its use of the Services, does not have the ability to address a Data Subject Request, Data Processor shall upon Client's request provide commercially reasonable efforts to assist Client in responding to such Data Subject Request, to the extent Data Processor is legally permitted to do so and the response to such Data Subject Request is required under Data Protection Laws and Regulations. To the extent legally permitted, Client shall be responsible for any costs arising from Data Processor's provision of such assistance.

4. IRONSCALES' PERSONNEL

- 4.1 **Confidentiality.** Data Processor shall ensure that its personnel engaged in the Processing of Personal Data have committed themselves to confidentiality and non-disclosure.

- 4.2 Data Processor may disclose and Process the Personal Data (a) as permitted hereunder (b) to the extent required by a court of competent jurisdiction or other Supervisory Authority and/or otherwise as required by applicable Data Protection Laws and Regulations (in such a case, Data Processor shall inform the Client of the legal requirement before the disclosure, unless that law prohibits such information on important grounds of public interest), or (c) on a “need-to-know” basis under an obligation of confidentiality to its legal counsel(s), data protection advisor(s) and accountant(s).

5. AUTHORIZATION REGARDING SUB-PROCESSORS

- 5.1 **Appointment of Sub-processors.** Client acknowledges and agrees that (a) Data Processor’s Affiliates may be used as Sub-processors; and (b) Data Processor and/or Data Processor’s Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Services.

5.2 List of Current Sub-processors and Notification of New Sub-processors.

- 5.2.1 Data Processor shall make available to Client the current list of Sub-processors used by Data Processor. Such Sub-processor list shall include the identities and details of those Sub-processors and their country of location (“**Sub-processor List**”). The Sub-processor List as of the date of execution of this DPA, or as of the date of publication (as applicable), is hereby, or shall be (as applicable), authorized by Client. In any event, the Sub-processor List shall be deemed authorized by Client unless it provides a written reasonable objection for reasons related to the GDPR within three (3) business days following the publication of the Sub-processor List. Client may reasonably object for reasons related to the GDPR to Data Processor’s use of an existing Sub-processor by providing a written objection to IRONSCALES. In the event Client reasonably objects to an existing Sub-processor, as permitted in the preceding sentences, Client may, as a sole remedy, terminate the applicable Agreement and this DPA with respect only to those Services which cannot be provided by Data Processor without the use of the objected-to Sub-processor by providing written notice to Data Processor provided that all amounts due under the Agreement before the termination date with respect to the Processing at issue shall be duly paid to Data Processor. Client will have no further claims against Data Processor due to (i) past use of approved Sub-processors prior to the date of objection or (ii) the termination of the Agreement (including, without limitation, requesting refunds) and the DPA in the situation described in this paragraph.

- 5.3 **Objection Right for New Sub-processors.** Client may reasonably object to Data Processor’s use of a new Sub-processor for reasons related to the GDPR by notifying Data Processor promptly in writing within three (3) business days after receipt of Data Processor’s notice in accordance with the mechanism set out in Section 5.2 and such written objection shall include the reasons related to the GDPR for objecting to Data Processor’s use of such new Sub-processor. Failure to object to such new Sub-processor in writing within three (3) business days following Data Processor’s notice shall be deemed as acceptance of the new Sub-Processor. In the event Client reasonably objects to a new Sub-processor, as permitted in the preceding sentences, Data Processor will use reasonable efforts to make available to Client a change in the Services or recommend a commercially reasonable change to Client’s use of the Services to avoid Processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening the Client. If Data Processor is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, Client may, as a sole remedy, terminate the applicable Agreement and this DPA with respect only to those Services which cannot be provided by Data Processor without the use of the objected-to new Sub-processor by providing written notice to Data Processor provided that all amounts due under the Agreement before the termination date with respect to the Processing at issue shall be duly paid to Data Processor. Until a decision is made regarding the new Sub-processor, Data Processor may temporarily suspend the Processing of the affected Personal Data. Client will have no further claims against Data Processor due to the termination of the Agreement (including, without limitation, requesting refunds) and/or the DPA in the situation described in this paragraph.

- 5.4 **Agreements with Sub-processors.** Data Processor shall respect the conditions referred to in Articles 28.2 and 28.4 of the GDPR when engaging another processor for Processing Personal Data provided by Client. In accordance with Articles 28.7 and 28.8 of the GDPR, if and when the European

Commission lays down the standard contractual clauses referred to in such Article, the Parties may revise this DPA in good faith to adjust it to such standard contractual clauses.

6. SECURITY

- 6.1 **Controls for the Protection of Personal Data.** Data Processor shall maintain all industry-standard technical and organizational measures required pursuant to Article 32 of the GDPR for protection of the security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Personal Data), confidentiality and integrity of Personal Data, as set forth in the Security Documentation which are hereby approved by Client. Data Processor regularly monitors compliance with these measures. Upon the Client's request, Data Processor will assist Client, at Client's cost, in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of the processing and the information available to Data Processor.
- 6.2 **Third-Party Certifications and Audits.** Upon Client's written request at reasonable intervals, and subject to the confidentiality obligations set forth in the Agreement and this DPA, Data Processor shall make available to Client (or Client's independent, third-party auditor that is not a competitor of Data Processor) a copy of Data Processor's then most recent third-party audits or certifications, as applicable (provided, however, that such audits, certifications and the results therefrom, including the documents reflecting the outcome of the audit and/or the certifications, shall only be used by Client to assess compliance with this DPA and/or with applicable Data Protection Laws and Regulations, and shall not be used for any other purpose or disclosed to any third party without Data Processor's prior written approval and, upon Data Processor's first request, Client shall return all records or documentation in Client's possession or control provided by Data Processor in the context of the audit and/or the certification). With respect to audits and inspections, the parties shall discuss in good faith and agree on the scope, timing and details of the audits and inspections. To the extent that Data Processor's obligations in this section involve more than 8 hours/man of work, Client shall bear the costs and expenses of complying with this clause.

7. PERSONAL DATA INCIDENT MANAGEMENT AND NOTIFICATION

Data Processor maintains security incident management policies and procedures specified in Security Documentation and, to the extent required under applicable Data Protection Laws and Regulations, shall notify Client without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data, including Personal Data, transmitted, stored or otherwise Processed by Data Processor or its Sub-processors of which Data Processor becomes aware (a "**Personal Data Incident**"). Data Processor shall make reasonable efforts to identify the cause of such Personal Data Incident and take those steps as Data Processor deems necessary and reasonable in order to remediate the cause of such a Personal Data Incident to the extent the remediation is within Data Processor's reasonable control. The obligations herein shall not apply to incidents that are caused by Client or Client's users. In any event, Client will be the party responsible for notifying supervisory authorities and/or concerned data subjects (where required by Data Protection Laws and Regulations).

8. DELETION OF PERSONAL DATA

Subject to the Agreement, Data Processor shall, upon the written request of Client, delete the Personal Data after the end of the provision of the Services relating to processing, unless applicable law requires storage of the Personal Data. In any event, to the extent required or allowed by applicable law, Data Processor may retain one copy of the Personal Data for evidence purposes and/or for the establishment, exercise or defense of legal claims and/or to comply with applicable laws and regulations.

9. AUTHORIZED AFFILIATES

- 9.1 **Contractual Relationship.** The Parties acknowledge and agree that, by executing the DPA, the Client enters into the DPA on behalf of itself and, as applicable, in the name and on behalf of its Authorized Affiliates, thereby establishing a separate DPA between Data Processor. Each Authorized Affiliate agrees to be bound by the obligations under this DPA. All access to and use of the Services by Authorized Affiliates must comply with the terms and conditions of the

Agreement and this DPA and any violation of the terms and conditions therein by an Authorized Affiliate shall be deemed a violation by Client.

- 9.2 **Communication.** The Client shall remain responsible for coordinating all communication with Data Processor under the Agreement and this DPA and shall be entitled to make and receive any communication in relation to this DPA on behalf of its Authorized Affiliates.

10. OTHER PROVISIONS

- 10.1 **GDPR.** With effect from 25 May 2018, the Parties will Process the Personal Data in accordance with the GDPR requirements directly applicable to each Party in the context of the provision and use of the Services.

- 10.2 **Collaboration with Clients' Data Protection Impact Assessments.** With effect from 25 May 2018, upon Client's request, Data Processor shall provide Client, at Client's cost, with reasonable cooperation and assistance needed to fulfil Client's obligation under the GDPR to carry out a data protection impact assessment related to Client's use of the Services, to the extent Client does not otherwise have access to the relevant information, and to the extent such information is available to Data Processor. Data Processor shall provide, at Client's cost, reasonable assistance to Client in the cooperation or prior consultation with the Supervisory Authority in the performance of its tasks relating to Section 10.2 of this DPA, to the extent required under the GDPR.

10.3 **Transfer mechanisms for data transfers.**

- a) **Transfers to countries that offer adequate level of data protection:** Personal Data may be transferred from the EU Member States, the three EEA member countries (Norway, Liechtenstein and Iceland) and the United Kingdom (collectively, "EEA") to countries that offer adequate level of data protection under or pursuant to the adequacy decisions published by the relevant data protection authorities of the EEA, the Union, the Member States or the European Commission ("**Adequacy Decisions**"), without any further safeguard being necessary.
- b) **Transfers of Personal Data to the United States:** If the Processing of Personal Data includes transfers from the EEA to the United States, the parties shall transfer Personal data only to recipients that have certified their compliance with the EU-US and/or Swiss-US Privacy Shield Program. Each party shall ensure that each such recipient maintain its certification under the Privacy Shield for so long as it maintains any of the Personal Data transferred to it by such party. In the event that EU authorities or courts determine that the Privacy Shield is not an appropriate basis for transfers, Subsection (c) shall apply to transfer of Personal Data to the United States.
- c) **Transfers to other countries:** If the Processing of Personal Data includes transfers from the EEA to countries which do not offer adequate level of data protection or which have not been subject to an Adequacy Decision ("**Other Countries**"), the Parties shall comply with Article 46 of the GDPR, and shall execute the standard data protection clauses adopted by the relevant data protection authorities of the EEA, the Union, the Member States or the European Commission or comply with any of the other mechanisms provided for in the GDPR for transferring Personal Data to such Other Countries.
- 10.4 For clarity, responsibility for compliance with the obligations corresponding to Data Controllers under Data Protection Laws and Regulations shall rest with Client and not with IRON SCALES. IRON SCALES may, at Client's cost, provide reasonable assistance to Client with regards to such obligations.

11. TERMINATION

This DPA shall automatically terminate upon the termination or expiration of the Agreement under which the Services are provided.

12. RELATIONSHIP WITH AGREEMENT

In the event of any conflict between the provisions of this DPA and the provisions of the Agreement, the provisions of this DPA shall prevail over the conflicting provisions of the Agreement.

13. AMENDMENTS

This DPA may be amended at any time by a written instrument duly signed by each of the Parties.

14. LEGAL EFFECT

This DPA shall only become legally binding between Client and Data Processor when the formalities steps set out in the Section “INSTRUCTIONS ON HOW TO EXECUTE THIS DPA” below have been fully completed.

15. SIGNATURE

The Parties represent and warrant that they each have the power to enter into, execute, perform and be bound by this DPA.

You, as the signing person on behalf of Client, represent and warrant that you have, or you were granted, full authority to bind the Organization and, as applicable, its Authorized Affiliates to this DPA. If you cannot, or do not have authority to, bind the Organization and/or its Authorized Affiliates, you shall not supply or provide Personal Data to IRONSCALES.

By signing this DPA, Client enters into this DPA on behalf of itself and, to the extent required or permitted under applicable Data Protection Laws and Regulations, in the name and on behalf of its Authorized Affiliates, if and to the extent that IRONSCALES processes Personal Data for which such Authorized Affiliates qualify as the/a “data controller”.

This DPA has been pre-signed on behalf of IRONSCALES.

The parties' authorized signatories have duly executed this Agreement:

CLIENT:

Signature:
Client Legal Name:
Print Name:
Title:
Date:

IRONSCALES LTD.

Signature:
Client Legal Name:
Print Name:
Title:
Date:

SCHEDULE 1 - DETAILS OF THE PROCESSING

Subject matter

Data Processor will Process Personal Data as necessary to perform the Services pursuant to the Agreement, as further instructed by Client in its use of the Services.

Nature and Purpose of Processing

1. Providing the Service(s) to Client.
2. Setting up an account/account(s) for Client.
3. Setting up profile(s) for users authorized by Clients.
4. For Client to be able to use the Services.
5. For Data Processor to comply with documented reasonable instructions provided by Client where

such instructions are consistent with the terms of the Agreement.

6. Performing the Agreement, this DPA and/or other contracts executed by the Parties.
7. Providing support and technical maintenance, if agreed in the Agreement.
8. Resolving disputes.
9. Enforcing the Agreement, this DPA and/or defending Data Processor's rights.
10. Management of the Agreement, the DPA and/or other contracts executed by the Parties, including fees payment, account administration, accounting, tax, management, litigation.
11. Complying with applicable laws and regulations, including for cooperating with local and foreign tax authorities, preventing fraud, money laundering and terrorist financing.
12. All tasks related with any of the above.

Duration of Processing

Subject to any Section of the DPA and/or the Agreement dealing with the duration of the Processing and the consequences of the expiration or termination thereof, Data Processor will Process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.

Type of Personal Data

Client may submit Personal Data to the Services, the extent of which is determined and controlled by Client in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

- First name
- Last name
- Address
- Phone number
- Email address
- Title
- Personal Data included in the management of the Client's Project(s)
- Payment information
- Business information
- Any other Personal Data or information that the Client decides to provide to the Data Processor.

The Client and the Data Subjects shall provide the Personal data to Data Processor by supplying the Personal data to Data Processor's Services.

In some limited circumstances Personal Data may also come from others sources, for example, in the case of anti-money laundering research, fraud detection or as required by applicable law. For clarity, Client shall always be deemed the "Data Controller" and IRONSCALES shall always be deemed the "data processor" (as such terms are defined in the GDPR).

Categories of Data Subjects

Client may submit Personal Data to the Services, the extent of which is determined and controlled by Client in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- *Client's customers and/or clients*
- *Client's users authorized by Client to use the Services*
- *Employees, agents, advisors, freelancers of Client (who are natural persons)*
- *Prospects, Clients, business partners and vendors of Client (who are natural persons)*
- *Employees or contact persons of Client's prospects, Clients, business partners and vendors*

