

Valkyrie Terms of Use

THESE TERMS OF USE ("**AGREEMENT**"), TOGETHER WITH THE VALKYRIE PRIVACY POLICY, CONSTITUTE A BINDING AGREEMENT BETWEEN YOU ("**YOU**" OR "**CUSTOMER**") AND VALKYRIE SECURITY LTD. AND ITS AFFILIATES ("**VALKYRIE**" OR "**COMPANY**"). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF AN ENTITY, YOU REPRESENT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO BIND SUCH ENTITY TO THIS AGREEMENT.

By clicking the "I Accept" button below or by otherwise using any part of the Platform (as defined below), Customer acknowledges the terms and conditions herein and represents that it has fully read and understood, and agrees to be bound by, the terms of this Agreement and other supplemental terms and policies that this Agreement expressly incorporates by reference. This Agreement shall become effective upon earlier of either the date of acceptance by Customer or the date Customer actually started using the Platform (the "**Effective Date**").

IF CUSTOMER DOES NOT AGREE WITH ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT, CUSTOMER MUST NEITHER CLICK "I ACCEPT" NOR USE ANY PART OF THE PLATFORM.

1. **Use of the Platform**

- 1.1 **Right to Use.** Subject to the terms and conditions of this Agreement, Company hereby grants Customer a limited, worldwide, non-exclusive, non-sublicensable, non-transferable and revocable right to remotely access and use the Company's identity and access management platform SaaS based services and platform ("**Platform**"), during the subscription-based term stated in the order form or other ordering document (the "**Subscription Term**", and the "**Order Form**" respectively) executed directly with Company, solely for Customer's internal business purposes. Unless otherwise indicated, the term "**Platform**" also includes any redistributable components and any documentations ("**Documentation**") provided or made available to Customer in connection with the operation of the Platform. Customer may only use the Platform in accordance with the Documentation, subject to the use limitations specified in this Agreement, the Order Form or Partner Order Form (if purchased via Partner) and applicable laws and regulations. Customer shall be solely responsible for providing all equipment, systems, assets, access, and ancillary goods and services needed to access and use the Platform, for ensuring their compatibility with the Platform.
- 1.2 **Prohibited Uses.** Except as expressly permitted otherwise under this Agreement, without the prior written consent of the Company, Customer shall not, and shall not allow any User, or any third party to, directly or indirectly: (i) copy, modify, create derivative works of, make available or distribute, publicly perform, or display any part of the Platform (including by incorporation into its products), or use the Services to develop any service or product that is the same as (or substantially similar to) it; (ii) sell, license, lease, assign, transfer, pledge, rent, sublicense, or share Customer's rights under this Agreement with any third party (including but not limited to offering the Platform as part of a time-sharing, outsourcing or service bureau environment); (iii) disclose the results of any testing or benchmarking of the Platform to any third party; (iv) disassemble, decompile, decrypt, reverse engineer, extract, or otherwise attempt to discover the Platform's source code or non-literal aspects; or (v) remove or alter any trademarks or other proprietary right notices displayed on or in the Platform; (vi) circumvent, disable or otherwise interfere with security-related features of the Platform or features that enforce use limitations; (vii) export, make available or use the Services in any manner prohibited by applicable laws; (viii) store or transmit any malicious code (e.g. Platform viruses, Trojan horses, worms, robots, malware, spyware or other computer instructions, devices, or techniques that erase data or programming, infect, disrupt, damage, disable, or shut down a computer system or any component of such computer system) or other unlawful material in connection with the Services; (ix) use any "open source" or "copyleft software" in a manner that would require the Company to disclose the source code of the Platform to any third party; and/or (x) use the Platform in a manner that violates or infringes any rights of any third party, including but not limited to, privacy rights, publicity rights or intellectual property rights.
- 1.3 **Customer Account.** In order to access and use the Platform and the Services, Customer and/or Customer's explicitly authorized employees (each, a "**User**") may be required to set up an account ("**Account**"). Customer warrants and represents that all information submitted during the registration process is, and will thereafter remain, complete and accurate. Customer will ensure that the Users keep the Account login details secure at all times and comply with the terms of this Agreement. Customer shall be liable for all activities of its Users and all activities that occur under or in its Account and will be fully responsible for any breach of this Agreement by a User. Unauthorized access or use of the Account and/or Platform must be immediately reported to the Company.

2. **Fees**

- 2.1 **Fees.** The rights granted under Section 1.1 above ("**Rights**"), is conditioned upon Customer's payment in full of the applicable subscription fees set forth in the Order Form ("**Fees**"). If Customer purchased the subscription via a Partner, the Services are subject to the full payment of the applicable fees as set forth in the Partner Order Form between Customer and the respective Partner, and all such payments shall be made directly to Partner, as agreed between Customer and Partner. Unless expressly stated otherwise in the Order Form: (a) all Fees are stated, and are to be paid, in U.S. Dollars; (b) all payments under this Agreement are non-refundable, and are without any right of set-off or cancellation; (c) all Fees are payable, and shall be invoiced, in advance, and shall be paid within 30 days of receipt of invoice; and (d) any amount not paid when due will accrue interest on a daily basis until paid in full, at the lesser of the rate of 1.5% per month and the highest amount permitted by applicable law.
- 2.2 **Taxes.** All amounts payable under this Agreement are exclusive of all sales, use, value-added, withholding, and other direct or indirect taxes, charges, levies and duties, which shall be borne and paid by Customer. If any such tax or duty has to be withheld or deducted from any payment under this Agreement, Customer shall gross up the payment under

this Agreement by the amount to ensure that after such withholding or deduction, the Company shall receive a net amount equal to the full amount of the relevant price had the payment not been subject to tax withholding.

1.1 **Suspension.** Company reserves the right to temporarily suspend provision of Rights: (a) if Customer is 7 days or more overdue on a payment; (b) if Company deems such suspension necessary as a result of Customer's breach under Section 4 (Prohibited Uses); or (c) as required by law or at the request of governmental entities.

2. **Mutual Warranties.** Each Party represents and warrants that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; and that the execution and performance of this Agreement will not conflict with other agreements to which it is bound or violate applicable law.

3. **Intellectual Property Rights**

3.1 **Company IP rights.** Company is, and shall be, the sole and exclusive owner of all right, title, and interest, including any intellectual property rights evidenced by or embodied in, attached, connected, and/or related to (a) the Platform and all related Documentation and intellectual property; (b) any and all improvements, derivative works, and/or modifications of/to the foregoing, regardless of inventorship or authorship; and (c) any other deliverables and/or services which may be provided by Company ("**Company IPR**"). Customer shall make, and hereby irrevocably makes, all assignments necessary or reasonably requested by Company to ensure and/or provide Company the ownership rights set forth in this Section. This Agreement does not convey to Customer any interest in or to the Platform other than a limited right to use the Platform in accordance with Section 1.1 above. Nothing herein constitutes a waiver of Company's intellectual property rights under any law.

3.2 **Feedback and Analytics Information.** If Company receives any feedback (which may consist of questions, comments, suggestions or the like) regarding any of the Platform (collectively, "**Feedback**"), all rights, including intellectual property rights in such Feedback, shall belong exclusively to Company and the Feedback shall be considered Company's Confidential Information (as defined below). Customer represents that it is free to provide the Feedback and that it shall not knowingly provide Company with Feedback that infringes upon third parties' intellectual property rights. Customer hereby irrevocably and unconditionally transfers and assigns to Company all intellectual property rights it has in such Feedback and waives any and all moral rights that Customer may have in respect thereto. It is further understood that the use of the Feedback, if any, may be made by Company at its sole discretion and that Company in no way shall be obliged to make use of the Feedback. In addition, any anonymous information, which is derived from the use of the Platform (i.e., metadata, aggregated and/or analytics information) which is not personally identifiable information ("**Analytics Information**") may be used for providing the Rights, for development, and/or for statistical purposes. Such Analytics Information is Company's exclusive property. For the avoidance of doubt, it is hereby clarified that the Feedback and Analytics Information shall be considered Company IPR.

3.3 **Customer Data.** As between the Parties, Customer is, and shall be, the sole and exclusive owner of all data and information inputted or uploaded to the Service by Customer ("**Customer Data**"). Customer represents and warrants that: (i) has all necessary rights to provide the data and Records pursuant to and for the purposes set forth in this Agreement, (ii) the Customer and its provision of the Customer Data is and shall be in full compliance with all applicable laws, rules and regulations, including without limitation all privacy and data protection laws, rules and regulations; (ii) Customer Data does not and will not infringe any third party rights, including without limitation intellectual property rights or rights to privacy; (iii) the Customer Data does not and will not include any viruses, trojans, backdoors or malicious code; and (iv) Customer has and shall continue to obtain all applicable consents, permits, licenses and authorizations in connection with the Customer Data, as required by applicable laws, rules and regulations, including without limitation data protection and privacy laws, rules and regulations for all purposes herein.

4. **Third Party Components.** The Platform may use or include third party open-source software, files, libraries or components that may be distributed to Customer and are subject to third party open source license terms. A list of such components may be updated from time to time by the Company. Requests for receiving such open-source list and their respective license terms may be forwarded to support@valkyrie.io. If there is a conflict between any open-source license and the terms of this Agreement, then the open source license terms shall prevail but solely in connection with the related third party open source software. Company makes no warranty or indemnity hereunder with respect to any third-party open source software

5. **Confidentiality.** Each Party may have access to certain non-public information of the other Party, in any form or media, including without limitation trade secrets and other information related to the products, software, technology, data, know-how, or business of the other Party, and any other information that a reasonable person should have reason to believe is proprietary, confidential, or competitively sensitive (the "**Confidential Information**"). Each Party shall take reasonable measures, at least as protective as those taken to protect its own confidential information, but in no event less than reasonable care, to protect the other Party's Confidential Information from disclosure to a third party. The receiving Party's obligations under this Section 8, with respect to any Confidential Information of the disclosing Party, shall not apply to and/or shall terminate if such information: (a) was already lawfully known to the receiving Party at the time of disclosure by the disclosing Party; (b) was disclosed to the receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the receiving Party has become, generally available to the public; or (d) was independently developed by the receiving Party without access to, use of, or reliance on, the disclosing Party's Confidential Information. Neither Party shall use or disclose the Confidential Information of the other Party except for the performance of its obligations under this Agreement ("**Permitted Use**"). The receiving Party shall only permit access to the disclosing Party's Confidential Information to its respective employees, consultants, affiliates, agents and subcontractors having a need to know such information in connection with the Permitted Use, who either (i) have signed a non-disclosure agreement with the receiving Party containing terms at least as restrictive as those contained herein; or (ii) are otherwise bound by a duty of confidentiality to the receiving Party at least as restrictive as the terms set forth herein; in any event, the receiving Party shall remain liable for any acts and/or omissions of such persons. The receiving Party will be allowed to disclose Confidential Information to the extent that such disclosure is required by law or by the order of a court or similar judicial or administrative body, provided that it promptly notifies the disclosing Party in writing of such required disclosure to

enable disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure and cooperates reasonably with disclosing Party in connection therewith. All right, title and interest in and to Confidential Information are and shall remain the sole and exclusive property of the disclosing Party.

6. **DISCLAIMER OF WARRANTIES.** Company represents and warrants that (a) to the Company's knowledge, the Platform does not infringe upon the proprietary right of a third party; and (b) under normal authorized use, the Platform shall substantially perform in conformance with its Documentation. As Customer's sole and exclusive remedy and Company's sole liability for breach of the warranty under Sub-Section 9(b), Company shall use commercially reasonable efforts to repair the Platform. The warranty set forth herein shall not apply if the failure of the Platform results from or is otherwise attributable to: (i) repair, maintenance or modification of the Platform by persons other than Company or its authorized contractors; (ii) accident, negligence, abuse or misuse of the Platform; (iii) use of the Platform other than in accordance with the Documentation; or (iv) the combination of the Platform with equipment or software not authorized or provided by Company. OTHER THAN AS EXPLICITLY STATED IN THIS AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PLATFORM, ANY ADDITIONAL SERVICES AND ANY OUTPUT WHICH MAY BE PROVIDED BY COMPANY HEREUNDER (COLLECTIVELY, "ITEMS"), ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY DOES NOT WARRANT THAT: (I) THE ITEMS WILL MEET CUSTOMER'S REQUIREMENTS; AND/OR (II) THE ITEMS WILL OPERATE ERROR-FREE. EXCEPT AS SET FORTH IN SECTION 5 AND THIS SECTION 9, THE COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, SATISFACTORY QUALITY TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, FITNESS FOR A PARTICULAR PURPOSE. COMPANY WILL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. THE COMPANY SHALL NOT BE RESPONSIBLE FOR ANY WARRANTIES AND REPRESENTATIONS MADE BY ANY PARTNER TO THE CUSTOMER, AND SUCH WARRANTIES AND REPRESENTATIONS ARE THE SOLE RESPONSIBILITY OF SUCH PARTNER.

7. **LIMITATION OF LIABILITY.** WITHOUT DEROGATING INDEMNIFICATION OBLIGATIONS UNDER SECTION 11 AND EXCEPT FOR ANY DAMAGES RESULTING FROM ANY BREACH OF EITHER PARTY'S CONFIDENTIALITY OBLIGATIONS HEREIN, WILLFUL MISCONDUCT, AND/OR CUSTOMER'S MISAPPROPRIATION OR OTHERWISE VIOLATION OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS (INCLUDING VIOLATION OF THE PROHIBITED USES BY CUSTOMER): (I) NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, REPUTATION, PROFITS, DATA, OR DATA USE, OR THE COST OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES; (II) EACH PARTY'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID OR PAYABLE TO COMPANY BY CUSTOMER IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

8. **Indemnification**

8.1 Company agrees to defend and hold harmless the Customer, at its expense, from and against any third party action or suit brought against Customer alleging that the Platform, when used as permitted under this Agreement, infringes intellectual property rights of a third party ("**IP Infringement Claim**"); and Company will pay any damages awarded by the court against Customer that are attributable to any such IP Infringement Claim, provided that (i) Customer promptly notifies Company in writing of such claim; and (ii) Customer grants Company the sole authority to handle the defense or settlement of any such claim and provides Company with all reasonable information and assistance in connection therewith, at Company's expense. Company will not be bound by any settlement that Customer enters into without Company's prior written consent.

8.2 If the Platform becomes, or in Company's opinion is likely to become, the subject of an IP Infringement Claim, then Company may, at its sole discretion: (a) procure for Customer the right to continue using the Platform; (b) replace or modify the Platform to avoid the IP Infringement Claim; or (c) if options (a) and (b) cannot be accomplished despite Company's reasonable efforts, then Company may terminate this Agreement upon written notice to Customer, and Customer shall be entitled to receive a pro-rated refund of any prepaid Fees under such based on the remaining period of the Subscription Term.

8.3 Notwithstanding the foregoing, Company shall have no responsibility for IP Infringement Claims resulting from or based on: (i) Company's compliance with Customer's instructions or specification; (ii) combination or use of the Platform with equipment, devices or software not supplied by Company or not in accordance with the Documentation; (iii) modifications to the Platform made by a party other than the Company or its designee; or (iv) Customer's failure to implement software updates provided by the Company specifically to avoid the infringement.

8.4 This Section 11 states the Company's entire liability, and Customer's exclusive remedy, for any IP Infringement Claim or alleged or actual infringement.

8.5 Customer agreed to indemnify, defend and hold Company harmless against all claims, liabilities, damages, losses and expenses, including attorneys' fees, arising out of or in any way connected with or based on Customer's breach of any of its representations and warranties hereunder.

9. **Term and Termination**

9.1 **Term.** This Agreement commences on the Effective Date and, unless terminated in accordance herewith, shall continue in full force and effect until for the duration of the Subscription Term specified in the Order Form.

9.2 **Termination for Breach.** Each Party may terminate this Agreement immediately upon written notice to the other Party if the other Party commits a material breach under this Agreement and, if curable, fails to cure that breach within 30 days after receipt of written notice specifying the material breach.

9.3 **Termination for Bankruptcy.** Each Party may terminate this Agreement upon written notice to the other Party upon the occurrence of any of the following events in respect of such other Party: (a) a receiver is appointed for the other Party or its property, which appointment is not dismissed within 60 days; (b) the other Party makes a general assignment for the

benefit of its creditors; (c) the other Party commences, or has commenced against it, proceedings under any bankruptcy, insolvency or debtor's relief law, which proceedings are not dismissed within 60 days; or (d) the other Party is liquidating, dissolving or ceasing normal business operations.

9.4 **Effect of Termination: Survival.** Upon expiration or termination of this Agreement for any reason: (a) each Party shall promptly return or destroy (as directed) all Confidential Information received from the other Party, and all copies thereof; and (b) Customer shall: (i) immediately cease all access and use of the Platform; (ii) return any Company IPR and all copies thereof, as well as the related documentation in its possession or control, to Company; and (iii) erase or otherwise destroy all copies of the Platform in its possession, which are fixed or resident in the memory or hard disks of its devices. Following termination, all outstanding Fees and other charges that accrued as of termination will become immediately due and payable, and if necessary, Company shall issue a final invoice therefor. The provisions of this Agreement that, by their nature and content, must survive the termination of this Agreement in order to achieve the fundamental purposes of this Agreement (including but not limited to "Intellectual Property Right", "Confidentiality", "Limitation of Liability" and "Miscellaneous") shall so survive. Termination shall not affect any rights and obligations accrued as of the effective date of termination.

10. **Customer Reference.** Company may use the trademarks, service marks, trade names, service names, logos or other brand designations of Customer in any promotional material or other public announcement or disclosure to identify Customer as a customer of Company or user of the Platform, on Company's website, marketing materials or otherwise. Upon Customer's written request Company will remove such reference.

11. **Miscellaneous.** This Agreement and any duly executed Order Form, represent the entire agreement between the Parties concerning the subject matter hereof, replaces all prior and contemporaneous oral or written understandings and statements, and may be amended only by a written agreement executed by both Parties. In the event of any inconsistencies between this Agreement and the terms of any duly executed Order Form, the terms of the Order Form shall prevail. Any terms and conditions printed, or linked to, within any Customer's purchase order which are in addition to and/or inconsistent with the terms and conditions of this Agreement, shall be of no effect. 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 shall not be deemed a waiver by that Party as to subsequent enforcement or actions in the event of future breaches. Any waiver granted hereunder must be in writing. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and such provision shall be reformed only to the extent necessary to make it enforceable. Except as stated otherwise herein, this Agreement is for the sole benefit of the Parties hereto and nothing herein, express or implied, shall give, or be construed to give, any rights hereunder to any other person. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, this Agreement may be assigned by Company in connection with a merger, consolidation, sale of all of the equity interests of Company, or a sale of all or substantially all of the assets of the Company to which this Agreement relates. Without derogating from and subject to the abovementioned, this Agreement will bind and benefit each Party and its respective successors and assigns. This Agreement shall be governed by and construed under the laws of the State of Israel, without reference to principles and laws relating to the conflict of laws. The competent courts of Tel Aviv, Israel shall have exclusive jurisdiction with respect to any dispute and action arising under or in relation to this Agreement. Notwithstanding the foregoing, each Party may seek equitable relief in any court of competent jurisdiction in order to protect its proprietary rights. This Agreement does not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the Parties. Neither Party has any authority to enter into agreements of any kind on behalf of the other Party. Company will not be liable for any delay or failure to perform its obligations hereunder resulting from circumstances or causes which are not foreseeable by the Company or which are beyond the control of Company including, but not limited to workers' strikes, global shortages, riots, insurrection, fires, floods, storms, explosions, acts of God, war, government or quasi-governmental authorities actions, riots, acts of terrorism, earthquakes, explosions, power outages, pandemic or epidemic (or similar regional health crisis), or any other cause that is beyond the reasonable control of Company. Notices to either Party shall be deemed given (a) 3 business days after being mailed by airmail, postage prepaid, or (b) the same business day, if sent by email. This Agreement may be executed in electronic counterparts, each of which counterpart, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same agreement.