

KARAMBA SECURITY LTD.

Evaluation Agreement

This Evaluation Agreement (“**Agreement**”) is entered into as of the later of the date that Customer accepts the terms and conditions herein or the date on which Karamba Security makes available to Customer the VCode Security Posture Validation (The “**Product**”) in accordance with this Agreement in order to use the Karamba Security’s Product (the “**Purpose**”). This Agreement is made between **Karamba Security Ltd.**, incorporated and registered in the State of Israel (the “**Company**”) with a place of business at 24 Hanagar St., Hod Hasharon, Israel, and any legal entity (the “**Customer**”). This Agreement includes and incorporates the Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

By clicking “Get a Free SBoM” Customer accepts this Agreement and the Terms and Conditions thereunder and the Agreement will be deemed a binding contract between the Company and the Customer.

TERMS AND CONDITIONS

1. EVALUATION TERM AND SUPPORT

- 1.1. The Company agrees to provide Customer with access to the Product for evaluation purposes for a period of thirty (30) days as of the date hereof, provided, however, that the evaluation period may be extended upon written (including email) authorization by the Company (the “**Evaluation Term**”).
- 1.2. Subject to the terms hereof, the Company will provide the Customer with reasonable technical support services in accordance with the Company’s standard practice. The contact details of the Company’s support services are listed under Exhibit A.

2. RESTRICTIONS AND RESPONSIBILITIES

- 2.1. Customer shall only use the Product for the Purpose.
- 2.2. Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services (the “**Software**”); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels.
- 2.3. Customer represents, covenants, and warrants that Customer will use the Services only in

compliance with all applicable laws and regulations, including but not limited to the General Data Protection Regulation ((EU) 2016/679, GDPR) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time and any successor legislation to the GDPR or the Data Protection Act 1998 and anti-money laundering legislation. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys’ fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer’s use of Services. Although Company has no obligation to monitor Customer’s use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

- 2.4. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, “**Equipment**”). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer’s knowledge or consent.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

- 3.1. Each party (the “**Receiving Party**”) understands that the other party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services (“**Customer Data**”). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public not as a result of any action or omission of the Receiving Party, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it by a third party without violation of any obligation of confidentiality, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law or by a governmental authority, provided that, prior to disclosing such information pursuant to this clause, Receiving Party will, if possible and lawful, give prior notice thereof to Disclosing Party and provide Disclosing Party with the opportunity to contest such disclosure.
- 3.2. Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with the Services or support, and (c) all Intellectual Property Rights (as defined below) related to any of the foregoing.
- 3.3. Notwithstanding anything to the contrary and subject to the provisions of the Company's privacy policy available under <https://karambasecurity.com/> Company shall have the right to collect and analyze aggregated and anonymized data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies, and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. To the extent required under applicable law, Customer will obtain from its end-users all consents required in order to enable the Company’s use of information as set forth above.
- 3.4. In the event that the parties hereto signed a non-disclosure agreement (“**NDA**”), then in the event of contradictions, the provisions of such NDA shall prevail over the provisions of this agreement.
- 3.5. Other than the rights expressly granted herein, nothing in this Agreement shall be construed as granting or conferring upon Customer, any right by license or otherwise, whether expressed or implied, and all rights not expressly granted to Customer herein are reserved by the Company.
- 3.6. Unless otherwise expressly agreed between the parties in writing, all Intellectual Property Rights in and to the Services belong, and shall belong, to the Company or its licensors.
- “**Intellectual Property Rights**” shall mean: patents, utility models, rights to inventions, copyright and neighboring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- 3.7. Customer acknowledges and agrees that a breach of any of its promises or agreements contained herein will result in irreparable injury to the Company for which there will be no adequate remedy at law, and the Company shall be entitled to apply for equitable relief, including injunction and specific performance, in the event of any breach or threatened breach or intended breach of this Agreement by Customer. Such remedies, however, shall not be deemed to be the exclusive

remedies for any breach of the Agreement but shall be in addition to all other remedies available at law or in equity.

4. PAYMENT OF FEES

- 4.1. For the Evaluation Term, the provision of the Company's Software shall be free of charge. It is hereby clarified that in the event that the Parties agree to execute an extension to the Evaluation Term and/or enter into a commercial agreement, the fees shall be agreed therein.

5. TERM AND TERMINATION

- 5.1. Subject to earlier termination as provided below, this Agreement shall terminate following the end of the Evaluation Term.
- 5.2. Company may terminate this Agreement upon 30 days prior written notice if (and only if) the Company ceases to operate the Services.
- 5.3. Company may terminate the evaluation of the Product provided hereunder upon written notice to Customer. Notwithstanding the above, unless otherwise agreed explicitly in writing, if and when Customer purchases a subscription to the Product, Customer hereby agrees to the then-current Terms and Conditions and shall execute a new commercial agreement with the Company.
- 5.4. In addition to any other remedies it may have, either party may also terminate this Agreement with immediate effect upon written notice (including by e-mail), if the other party materially breaches any of the terms or conditions of this Agreement (including, without limitation, any failure to pay Fees when due). Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

- 6.1. Company shall use commercially reasonable efforts consistent with prevailing industry

standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and perform the Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES (INCLUDING IMPLEMENTATION SERVICES) WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. IN ADDITION, COMPANY DOES NOT WARRANT THE SECURITY OF CUSTOMER'S DATA RESIDING ON COMPANY'S SERVICES. HOWEVER, GIVEN THE CONFIDENTIAL NATURE OF CERTAIN OF THIS DATA, COMPANY WILL USE COMMERCIALY REASONABLE EFFORTS TO SAFEGUARD THE SECURITY OF THIS DATA BY PROTECTING IT IN THE SAME MANNER IT WOULD PROTECT ITS OWN SECURE DATA. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND THE PRODUCT ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

6.2.

7. LIMITATION OF LIABILITY

- 7.1. NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR

CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL.

7.2. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE COMPANY SHALL NOT BE LIABLE UNDER THIS AGREEMENT TO ANY AMOUNT.

7.3.

8. MISCELLANEOUS

8.1. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

8.2. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent.

8.3. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.

8.4. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever.

8.5. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

8.6. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

8.7. This Agreement shall be governed by the laws of Israel without regard to its conflict of laws provisions. Both Company and Customer submit any dispute arising hereunder to the exclusive jurisdiction if the competent courts of Tel Aviv, Israel.

EXHIBIT A

Products

Part 1

Evaluation Licenses

Karamba VCode®

Karamba's Security Posture Validation ("VCode") solution, can support manufacturers to comply with relevant standards by implementing security by design. It ensures the development will comply with certain verification processes, in order to reduce or prevent develop mistakes which expose the connected device to cyberattacks.

VCode SaaS provides a cloud based instance for the customer to scan software images per product and build a repository of software components, internal and from 3rd party, that are security validated.

Part 2

Trade Marks

VCode™

Autonomous Security® (representing cybersecurity methodology and family of products)

Karamba Security

Part 3

The Tool documentation

-Supported OS: Linux, Android

Technical Support

1. Company technical support to Customer: As needed, via either email or teleconference (Zoom) sessions.
 - 1.1. The Company will be available to provide technical support for the Service, via phone numbers [+972 9 88 66 113] and e-mail address [contact@KarambaSecurity.com] during Business Hours (UTC+2hour). Company will provide support from the Effective Date and until termination of this agreement.