

Terms of Use

These Terms of Service, as amended from time to time, together with any other terms, agreements and policies referenced herein (which constitute an integral part hereof) (these “Terms”) constitute a legally binding agreement by and between the Descope entity set forth in Section 16 herein the “Company”) and the customer executing or otherwise accepting an Order which refers to these Terms (respectively, the “Customer” and the “Order”) or signing up to use the Company’s user identity and access management platform as described in Company’s documentation available at <https://docs.descope.com/> (the “Documentation”), provided on a Software-as-a-Service based model (the “Service”).

These Terms govern the manner in which the Customer may access and integrate the Service into Customer’s products and services provided to by the Customer its clients (each an “End-User”) for user identity and access management (the “Purpose”), including by accessing and using the Service by its permitted users (each – a “Customer User”, and together with End-Users, “Users”). The Order may be completed and entered-into in various ways, including online form, in-product screen or an offline form delivered by Customer to the Company, including via mail, email or any other electronic or physical delivery mechanism.

1. Service: Rights to Access and Use

1.1. Right to Use. The Company hereby grants the Customer, a limited, non-exclusive, non-assignable, non-transferrable and non-sublicensable right to use and access the Service for the Purpose and during the applicable Order term, in accordance with and subject to these Terms. The foregoing right is subject to the access and use restrictions set forth in Section 7 below, which restrictions, for the avoidance of doubt, are in addition to, and without derogating from, any other access and use restrictions set forth herein. The Customer hereby agrees that these Terms do not entitle the Customer to any right or title to the Service (or any part thereof), other than the rights explicitly granted herein.

1.2. Affiliates. Customer’s Affiliates may enter into Orders under these Terms, as mutually agreed between the Customer and the Company, in which case, these Terms shall be incorporated into such Order and such Affiliate shall be deemed a “Customer”. With respect to Affiliates that Customer allows to use the Service: (a) Customer remains responsible for all obligations hereunder arising in connection with such Affiliate’s use of the Service, together with such Affiliate; and (b) Customer agrees to be liable, together with such Affiliate, for any act or omission by such Affiliate to the same degree as if the act or omission were performed by the Customer such that a breach by an Affiliate will also be deemed to be a breach by Customer. “**Affiliate**” means, with respect to a Party, any entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with such Party.

1.3. Customer Users and Accounts. Customer Users shall register and create accounts to access the management features of the Service, including a control console (each, an “**Account**”). Customer is responsible that each User shall provide

the Company with accurate, complete, and updated registration information. Customer is solely responsible for the content and any activity that occurs in each Account and compliance by Customer Users with these Terms. Customer shall: (a) not allow anyone other than Customer Users to access and use the Accounts; (b) keep, and ensure that Customer Users keep all Account credentials and access measures secure at all times; (c) ensure that the login details for each Customer User may only be used by that Customer User, and that multiple individuals may not share the same login details; and (d) promptly notify the Company in writing if Customer becomes aware of any unauthorized access or use of Customer's Account.

1.4. Modifications. Company may add other functionalities, modify or discontinue any part of the Service in its own discretion and without further notice; provided that in case of a material change, the Company will notify Customer by posting an announcement on the Company's website, through the Service or by email. Changes are not expected to have an adverse effect on the Customer's use of the Service, however, in case of a material adverse effect on the Customer's use, Company and Customer shall negotiate in good faith the ramifications of such a change. Company may offer alternative or additional features to certain Customers, which may not be offered or available to others.

1.5. Service Level; Support. Customer is entitled to technical support and uptime commitment in accordance with the Company's Service Level Agreement available at <https://www.descope.com/sla> (the "**SLA**").

2. Trial Services; Pre-Released Services

2.1. Trial Services. The Company may offer, from time to time, some or all of its services on free trial versions ("**Trial Service**"). The term of the Trial Service may be terminated by either party at any time, for any reason or for no reason. The Company reserves the right to modify, cancel and/or limit the Trial Service at any time and without liability, at its sole discretion and without the need for written notice.

2.2. Pre-Released Services. The Company may offer, from time to time, certain services in alpha or beta versions (the "**Pre-Released Services**") and will use best endeavors to identify the Pre-Released Services as such. Pre-Released Services are services that are still under development, and as such they may be incomplete, may contain bugs, suffer disruptions and not operate as intended and designated, more than usual.

2.3. Governing Terms of Trial Services and Pre-released Services. The Trial Services and Pre-Released Services are governed by these Terms, provided that notwithstanding anything in these Terms or elsewhere to the contrary, in respect of Trial Services and Pre-Released Services (i) Trial Services and Pre-Released Services are licensed hereunder on an "As-Is" "As Available" basis, with no warranties, express or implied, of any kind; (ii) The indemnity undertakings by the Company set forth in Section 13.1 herein shall not apply; and (iii) IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF COMPANY, ITS AFFILIATES OR ITS THIRD-PARTY SERVICE PROVIDERS, UNDER, OR OTHERWISE IN CONNECTION WITH, THESE TERMS, EXCEED US \$50. The Company makes no

promises that any Trial Service and/or Pre-Released Services will be made available to the Customer and/or generally available.

3. Consideration

3.1. Fees and Payment Terms. In consideration of the provision of the Service and any Professional Services, Customer shall pay Company the fees set forth in the applicable Order (the “**Fees**”). Fees shall be payable in accordance with the respective payment terms specified under the applicable Order, and if no specific terms are specified, Company will charge Customer the applicable Fees in the beginning of the term of each Order and the respective invoices will become due within 30 days following the receipt of each invoice from the Company. All Fees are quoted in US Dollars, unless expressly stated otherwise in each such invoice.

3.2. Changes. The Company reserves the right to change the Fees at any time, upon notice to the Customer, provided that any increase shall only become effective upon the end of the then-applicable Order term.

3.3. Payment Processors. Fees are payable through third-party payment processing providers, under such providers’ respective terms. Company disclaims any liability in connection with such services. Customer must keep the billing information provided to the Company current, complete, and accurate, and promptly notify Company of any changes in the Customer’s billing information.

3.4. Taxes. The Fees are exclusive of any and all taxes (including without limitation, value added tax, sales tax, use tax, excise, goods and services tax, etc.), levies, or duties (the “**Taxes**”). If Customer is located in a jurisdiction which requires Customer to deduct or withhold Taxes or other amounts from any amounts due to the Company, Customer shall promptly notify the Company in writing and the parties shall make reasonable efforts to avoid any such Tax withholding, provided, however, that in any case, Customer shall bear the sole responsibility and liability to pay any Tax amount to be withheld and the Fees shall be grossed-up to include such amount.

3.5. No Refund. All payment obligations are non-cancelable, and all amounts paid in connection with the service are non-refundable, except as otherwise explicitly set forth in these Terms.

3.6. Overdue Fees. Failure to pay Fees which are due and payable will constitute a material breach of these Terms. Without derogating from any other rights and remedies available to Company, overdue Fees will accrue interest at the rate of the lower of (i) one and a half percent (1.5%) per month, or (ii) the highest rate permitted by law, accrued monthly from the due date until the date of actual payment. Customer will reimburse Company for all reasonable expenses (including legal costs and attorney fees) incurred by Company while collecting the Customer’s overdue Fees.

3.7. Payment through Reseller. If Customer purchased the Services from a reseller or distributor authorized by the Company (“**Reseller**”), then in case of any conflict between these Terms and the agreement entered between Customer and the respective Reseller, including any purchase order (“**Reseller Agreement**”), then, as between Customer and Company, these Terms shall prevail. Any rights not otherwise contained in these Terms and granted to Customer or a User under such Reseller

Agreement, shall apply only in connection with the Reseller and Customer must seek redress or realization or enforcement of such rights solely with the Reseller and not with the Company. For clarity, Customer's and Users' access to the Service is subject to Company's receipt from Reseller of the payment of the applicable fees paid by Customer to the Reseller. Customer hereby acknowledges that at any time, at Company's discretion, the billing of fees may be assigned to Company, such that Customer shall pay the Company directly.

4. Term and Termination

4.1. Term and Renewal. These Terms shall become effective upon their execution and shall remain in force for the period set forth in a corresponding Order, unless sooner terminated pursuant to its terms. To ensure that Customer will not experience any interruption or loss of Service, unless otherwise stated therein, each Order will automatically renew by default at the then applicable pricing, for a renewal period equal in time to the original Order term, unless terminated by either party by a written notice, at least 30 days prior to the expiration of the then applicable term.

4.2. Termination for Breach. In case of a material breach of these Terms by any party which is not remedied within 15 days from the receipt of a written notice from the other party of such material breach, or in case that either party becomes bankrupt or insolvent and such event had not been challenged within 30 days of filing, the other party shall have the right to terminate these Terms by written notice with immediate effect.

4.3. Termination by Customer. Customer may terminate an Order upon the end of the then-current Order term, by providing the Company a written notice. Termination during the Order term shall not derogate from Customer's obligation to pay the applicable Fees for the entire Order term.

4.4. Effect of Termination. Upon termination, all licenses and rights granted hereunder shall immediately expire and any and all use by the Customer or the Users of the Service shall immediately cease and expire. Customer shall immediately delete and shall not maintain any copy of any component of the Service installed on the Customer's systems.

4.5. Right to Receive Customer Data. If requested by the Customer in writing, no later than 15 days following termination, Company shall provide the Customer with the Customer Data (as defined below) in a standard format and media and/or delete all Customer Data in its possession. The Company may retain copies of Customer Data which are automatically created by the Service for back-up purposes and other Customer Data which is required to be maintained by Company pursuant to the Company's data retention policies and the DPA (as defined below), and provided that the provisions of Section 8 shall continue to apply to such data. The Customer acknowledges that following the aforesaid 15-day term following termination of these Terms, the Company may delete all Customer Data without retaining any copy.

4.6. Survival. All the provisions of these Terms which by their nature should survive termination (including, without limitation, confidentiality, ownership and intellectual property, warranty disclaimers, limitations of liability and indemnification) shall remain in full force and effect following the termination thereof, for any reason whatsoever.

The termination of these Terms shall not relieve either party from any obligation arising or accruing prior to such termination or limit any liability that may exist.

5. Representation and Undertakings

5.1. Representations and Warranties. Each party represents and warrants at all times throughout the Term that: (i) it is duly organized, validly existing and in good standing under all applicable laws, (ii) it has the full authority to enter into these Terms, and there is no restriction, limitation, contractual obligation or statutory obligation which prevents or may prevent said party to fulfill its obligations under these Terms; and (iii) each party is, and will continue to be in compliance with all applicable laws, rules, and governmental (state, local, and community) and regulatory levies and requirements relating to its provision or use, respectively, of the Service.

5.2. Cooperation. Customer shall provide Company with all reasonable cooperation in connection with these Terms and shall comply therewith in a timely and efficient manner, and be responsible and liable for the Users' compliance with these Terms and all applicable laws and regulations.

5.3. Customer Infrastructure and Security. Customer is solely responsible for obtaining, maintaining and operating the User's devices (including, without limitation, smartphones, tablets and computers), and any related equipment, hardware, software, security systems, measures and ancillary services, including network connections, necessary in order to access and use the Service. Customer is further responsible for implementing sufficient procedures and checkpoints to satisfy its particular requirements for data security, accuracy and recovery.

5.4. Liability to Users. The Company shall not have any liability to the Users, and the Customer is solely responsible for responding to any claims, requests and demands by the Users or any other third party related to the Customer.

6. Additional Services

Subject to these Terms, the Company may provide Customer with implementation and other professional services related to the Service (the "**Professional Services**"), all as set forth in the applicable Order. Professional Services will be provided for a limited hourly scope and during a limited period of time, in consideration for an additional fee – all, as set forth in the applicable Order.

7. Use Restrictions

7.1. Restrictions. Customer, its Users, and any third party on the Customer's behalf, may not, and may not permit or aid others to: (i) copy, modify, adapt, translate, reverse engineer, decrypt, decompile, disassemble, alter, change or create derivative works based on the Service (or any part thereof) or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Service (or any part thereof) and/or any software, or any executable, documentation or data related to the Service; (ii) use the Service to develop a competing service or product, for benchmarking purposes; (iii) interfere with or violate any other user or other third party's right to privacy or other rights including intellectual property rights, or harvest or collect personally identifiable information about any users of the Service without their express consent, including using any robot, spider, site search or retrieval application, or other manual or automatic device

or process to retrieve, index, or data-mine; (iv) transmit or otherwise make available in connection with the Service any virus, malware, worm, trojan horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component; (v) interfere with or disrupt the operation of the Service, or the servers or networks that host the Service, or disobey any requirements, procedures, policies, or regulations of such servers or networks; (vi) give, sell, rent, lease, timeshare, sublicense, disclose, publish, assign, market, sell, display, transmit, broadcast, transfer or distribute any portion of the Service to any third party, or use the Service to provide similar services to third parties or in any service bureau arrangement; (vii) frame or mirror any parts of the Service; (viii) impersonate any person or entity or provide false or misleading personal information; (ix) use the Service for any purpose other than the Purpose, or in connection with any illegal, immoral or unauthorized purpose, including, without limitation, spam, unsolicited mail, harassment, wire fraud, or otherwise violate the legal rights of others; (x) remove any proprietary notices or labels; (xi) use Service in any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries; (xii) take any action that imposes an unreasonable or disproportionately large load on the infrastructure which supports the Service; (xiii) use the Service to develop a competing service or product; or (xiv) perform penetration testing, vulnerability testing or other security testing on the Service, component or Company's systems or networks or otherwise attempt to gain unauthorized access to the Service or Company's systems or network.

7.2. High Risk Performance. Customer shall not use the Service in connection with any high-risk, hazardous environments requiring fail-safe performance, including, without limitation in the operation of aircraft systems, air traffic control, nuclear facilities, weapon systems, or any other application in which the failure of the Service could lead to severe physical or environmental damage.

7.3. Suspension. Company may suspend Customer's use of and access to the Service (or any part thereof) immediately, without prior notice or liability, in each of the following events: (i) Customer or any third party is using the Service in a manner that may impose a security risk, may cause harm to the Company or any third party, and/or may create any liability to the Company or any third party; or (ii) Customer or any third party acting on Customer's behalf is using the Service in breach of this Section 7. The aforementioned rights are in addition to any rights and remedies that may be available to the Company in accordance with these Terms or under any applicable law.

8. Customer Data; Data Protection

8.1. Customer Data. While using the Service, certain data may be uploaded or transferred by the Customer, or on its behalf, including by Users, to be processed by the Service on the Customer's behalf. All such data shall be referred to as "**Customer Data**". As between the parties, all rights in the Customer Data shall remain with Customer.

8.2. License to Customer Data. Customer hereby grants the Company and its Sub-processors (as defined below) an irrevocable, non-exclusive, worldwide, royalty-free, fully paid, sub-licensable right and license, during the Term, to access, use, process, copy, download, store, distribute and display the Customer Data, for the Purpose of maintaining and providing the Service and in connection with the performance of these Terms, including for resolving technical and security problems, preventing fraud, misappropriation, misuse and other illegal activities, satisfying any applicable law, regulation, legal process, subpoena or governmental request, enforcing these Terms, and protecting the rights, property or safety of Company, its users or the public, or otherwise as permitted by these Terms, the Privacy Policy (as defined below), the DPA, or in writing by Customer.

8.3. Responsibility for Customer Data. Customer represents and warrants that (i) it owns or has all the necessary licenses, rights, consents, approvals, permissions, power and authority, necessary to grant the Company the aforementioned right and license and to authorize the Company and its Sub-processors to access, use, process, copy, download, store, distribute and display the Customer Data, without infringing or violating any copyrights, privacy rights, publicity rights, trademarks or any other contractual, intellectual property or proprietary of any third party; (ii) any Customer Data and any use thereof do not and will not violate any applicable laws, including those related to data privacy or data transfer and export or any policies and terms governing such Customer Data; and (iii) no sensitive data that is protected under special legislation and requires unique treatment (such as protected health information or credit, debit or other payment card data) will be transferred to the Service. Customer will have the sole responsibility for Customer Data and the consequences of using, disclosing, storing, or transmitting it. It is hereby clarified that the Company shall not monitor or moderate the Customer Data.

8.4. Rights to Use Performance and Aggregated Data. Notwithstanding anything to the contrary, the Company may collect, monitor and freely use Anonymous Information (as defined below), including, without limitation, in order to provide, develop, maintain, improve, demonstrate and market the Service. “**Anonymous Information**” means information about the use of the Service which does not enable identification of an individual, such as aggregated data, metadata, performance data and analytic information. Anonymous Information shall not be regarded as Customer Data.

8.5. Privacy Policy; DPA. Customer acknowledges and agrees that the use of the Service by the Customer and the Users is governed by the Company's Privacy Policy available at <https://www.descope.com/privacy> (the “**Privacy Policy**”) and the Data Processing Addendum available at <https://www.descope.com/customer-data-processing-amendment> (the “**DPA**”) both of which are deemed an integral part of these Terms. Company shall maintain reasonable technical and organizational measures for protection of personal data in accordance with the Privacy Policy and DPA and shall not materially adversely change such measures without notice to the Customer.

8.6. Security. Company agrees, during the applicable Order term, to implement reasonable industry-standard, technical, and organizational security measures to protect Customer Data and will, at a minimum, utilize industry standard security

procedures (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 provided in the DPA.

9. Intellectual Property Rights

9.1. Company Intellectual Property. All right, title and interest in the Service, including without limitation, any content, materials, software, know-how, data files, documentation, code, SDK, API, design, text, media, methodologies, artwork, names, logos, trademarks and services marks (excluding Customer Data), any and all related or underlying technology and any updates, new versions, modifications, improvements, developments or derivatives thereof, are the sole property of the Company and its licensors, and these Terms do not convey to the Customer or the Users any interest in or to the Service, except for a limited right of use as set forth herein, terminable in accordance with these Terms. Unless otherwise is explicitly set forth in the Order, the Company owns and retains all rights, title and interest in any work product created by the Company in connection with the Professional Services, excluding any Customer Data contained therein (collectively, "**Work Product**"), as such Work Product is an improvement or derivative of the Service. If applicable, for the purpose of these Terms, the Work Product shall be considered part of the Service, and the limited right to use the Service during the applicable Order term under these Terms shall also apply to such Work Product.

9.2. Customer Feedback. Customer shall notify the Company of any and all design or functional errors, anomalies, and problems associated with the Service discovered or brought to its attention by its Users, and may provide the Company suggestions, comments or any other feedback regarding the Service (the "**Feedback**"). The Company may freely use any Feedback at its sole discretion, free from any right of the Customer or any third party and without any obligation towards Customer. Customer shall not knowingly provide the Company with any Feedback which infringes any third-party's right.

9.3. Trademarks and Copyrights. All logos and other proprietary identifiers used by Company in connection with the Service and other Company products and services ("**Company Trademarks**") are the trademarks and trade names of Company, whether registered or not. All other trademarks, service marks, trade names and logos, which may appear on or with respect to the Service belong to their respective owners ("**Third-Party Marks**"). No right, license, or interest to Company Trademarks or to the Third-Party Marks is granted hereunder, and the Customer agrees that no such right, license, or interest shall be asserted by the Customer with respect to Company Trademarks or the Third-Party Marks and the Customer shall not use any of such marks, unless expressly permitted to do so. Customer is prohibited from removing or deleting any and all copyright notices, restrictions and signs indicating proprietary rights of Company and/or its licensors, including any copyright mark © or trademark ® or ™ contained in or accompanying the Service, and the Customer shall abide by all applicable laws in this respect. Customer is further prohibited from using, diluting or staining any name, mark or logo that is identical, or confusingly similar to any of Company marks and logos, whether registered or not.

9.4. Open-Source Components. The Service may use or include software, files and components that are subject to “open source” or “free software” licenses (“**Open-Source Components**”). If there is a conflict between the licensing terms of such Open-Source Components and these Terms, the licensing terms of the Open-Source Components shall prevail only in connection with the related Open-Source Components. The Company represents and warrants that it is in compliance with the notice and attribution aspects of the licenses applicable to the Open-Source Components. The license terms, copyright notices and available source code with respect to Open-Source Components can be found in the Documentation.

9.5. Intellectual Property Infringements. In the event that the Company believes that the Service, or any part thereof, may infringe intellectual property rights of third parties, then the Company may, in its sole discretion: (i) obtain (at no additional cost to Customer) the right to continue to use the Service; (ii) replace or modify the allegedly infringing part of the Service so that it becomes non-infringing while giving substantially equivalent performance; or (iii) if the Company determines that the foregoing remedies are not reasonably available, then the Company may require that use of the (allegedly) infringing Service (or part thereof) shall cease and in such an event Customer shall receive a prorated refund of any Fees paid for the unused portion of the Order term (or the respective part thereof).

10. Third Party Services

10.1. Linked Services. The Service may be linked to, integrated with, or provided with certain third-party services (collectively, “**Third-Party Services**”). Such Third-Party Services are independent from the Service and these Terms do not apply to them. Customer hereby acknowledges that Company has no control over such Third-Party Services, and is not responsible for the availability, security and performance of Third-Party Services. Company shall not be responsible or liable, directly or indirectly, for any damage or loss whatsoever caused, or alleged to be caused, by or in connection with use of or reliance on any goods, services, content, products or other materials available on or through any Third-Party Services. Further, Company does not endorse nor is it responsible or liable for any goods, services, content, advertisements, products, or any materials available on and/or through such Third-Party Services. The Company is not a party to the agreement between the Customer and the providers of Third-Party Services, and payment for any such Third-Party Services shall be made by the Customer directly.

10.2. Sub-processors. Customer acknowledges that the Service is hosted and made available by certain sub-processors of the Company (the “**Sub-processors**”). The Company may remove, add or replace its Sub-processors from time to time, subject to the terms of the DPA.

11. Warranties and Disclaimer

11.1. Limited Warranty. Company represents and warrants that (a) the Service will perform in accordance with the Documentation in all material respects, and non-conformity will be addressed in accordance with the SLA; (b) it will use best commercial efforts not to introduce any code, files, scripts, agents or programs

intended to do harm, including, viruses, worms, time bombs, or Trojan horses, into Customer's systems.

11.2. Disclaimer. NEITHER COMPANY NOR ITS AFFILIATES, INCLUDING ANY OF THEIR OFFICERS, DIRECTORS, SHAREHOLDER, EMPLOYEES, OR AGENTS MAKE ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, USABILITY, SUITABILITY, COMPLETENESS, ACCURACY, EFFECTIVENESS OR AVAILABILITY OF THE SERVICE AND/OR ANY CONTENT, DATA, RESULTS, OR OTHER INFORMATION OBTAINED OR GENERATED IN CONNECTION WITH THE CUSTOMER'S OR ANY USER'S USE OF THE SERVICE. COMPANY DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, THE INABILITY TO USE OR OPERATE, OR THE RESULTS OF THE USE OF THE SERVICE AND ANY PROFESSIONAL SERVICES. TO THE FULLEST EXTENT PROVIDED BY LAW, COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, COMPANY PROVIDES NO REPRESENTATIONS AND DISCLAIMS ALL WARRANTIES THAT THE SERVICE AND ANY PROFESSIONAL SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT THE SERVICE OR ANY PROFESSIONAL SERVICES WILL OTHERWISE MEET CUSTOMER'S NEEDS OR EXPECTATIONS.

11.3. Sole Remedy for Warranty Breach. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND COMPANY'S SOLE LIABILITY FOR BREACH OF THE LIMITED WARRANTY PROVIDED ABOVE, SHALL BE THAT COMPANY SHALL USE COMMERCIALY REASONABLE EFFORTS TO REPAIR THE SERVICE IN ACCORDANCE WITH THE COMPANY'S SUPPORT OBLIGATIONS AND CUSTOMER'S ELIGIBILITY FOR SERVICE CREDIT UNDER THE SLA.

11.4. No Backup. The Customer is responsible for maintaining backup copies of Customer Data. The Service does not provide, and is not intended as, a data back-up service.

12. Limitation of Liability

12.1. EXCEPT FOR THE COMPANY WILLFUL MISCONDUCT, UNDER NO CIRCUMSTANCES WHATSOEVER WILL THE COMPANY (AND ITS RESPECTIVE LICENSORS, AFFILIATES, DISTRIBUTORS, RESELLERS AND/OR REPRESENTATIVES), WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, BE RESPONSIBLE OR LIABLE TO THE CUSTOMER OR ANY AFFILIATE OF THE CUSTOMER OR USER, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS AND LOST BUSINESS OPPORTUNITIES), SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES THAT RESULT FROM OR RELATE IN ANY MANNER WHATSOEVER TO THESE TERMS.

12.2. IN NO EVENT SHALL THE AGGREGATE TOTAL LIABILITY OF THE COMPANY UNDER THESE TERMS EXCEED THE AMOUNTS PAID OR PAYABLE BY THE CUSTOMER TO THE COMPANY, IN THE 12 MONTH PERIOD

PRECEDING THE CAUSE OF THE CLAIM. Nothing in these Terms shall limit or exclude liability that cannot be limited or excluded under applicable law.

13. Indemnification

13.1. By Company. Company hereby agrees to defend and indemnify Customer against any damages awarded against Customer by a court of competent jurisdiction, or paid in settlement, in connection with a third-party claim, suit or proceeding that the grant of right to use the Service within the scope of these Terms infringes any valid US patent or copyright. Company shall have no obligations or liability hereunder in case (i) the Service is used in an unlawful manner or in violation of these Terms; (ii) features are provided at the request of the Customer; (iii) the Service is used in combination with other products, equipment, software, or data not permitted by the Company; (iv) the alleged infringement is resulting from processes developed by the Customer or from any Third-Party Service; or (v) the alleged infringement is based on the Customer Data and any other content provided by Customer or its Users or use of the Service by the Customer. SECTIONS 9.5 and 13.1 STATE THE COMPANY'S SOLE AND ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY, FOR ANY INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION BY THE COMPANY AND/OR THE SERVICE AND UNDERLYING TECHNOLOGY.

13.2. By Customer. Without derogating from Company's rights under these Terms and under applicable law, Customer hereby agrees to defend and indemnify Company against any damages awarded against Company by a court of competent jurisdiction, or paid in settlement, in connection with (i) a third party claim, suit or proceeding that use of the Customer Data and any other content provided by Customer and/or the Users, or the use of the Service by the Customer and/or the Users infringes any right of a third party, including any intellectual property right; (ii) any claim by a User or any claim related to the Customer's products and services; or (iii) any misuse of the Service by Customer, the Users or any third party using an Account.

13.3 General. The defense and indemnification obligations of the indemnifying party under this Section 13 are subject to: (i) the indemnifying party being given prompt written notice of the claim; (ii) the indemnifying party being given immediate and complete control over the defense and/or settlement of the claim; and (iii) the indemnified party providing cooperation and assistance, at the indemnifying party's expense, in the defense and/or settlement of such claim and not taking any action that prejudices the indemnifying party's defense of, or response to, such claim.

14. Confidentiality

14.1. Confidential Information. For purposes of these Terms, the term "**Confidential Information**" shall mean any and all non-public business, product, technology and marketing data and information, whether written, oral or in any other medium disclosed or otherwise provided by either party (the "**Disclosing Party**") to the other party (the "**Receiving Party**"), that is either identified as such or should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information shall not include any information which the Receiving Party can prove: (a) is publicly available at the time of disclosure or subsequently becomes publicly available through no act or omission

of the Receiving Party in breach of these Terms; (b) is already known to the Receiving Party at the time of disclosure; (c) is disclosed to the Receiving Party free from confidentiality obligations by a third party who is not, to the knowledge of the Receiving Party, in breach of an obligation of confidentiality; or (d) was or is independently developed by the Receiving Party without use of or reliance upon the Confidential Information.

14.2. Confidentiality Obligations. Receiving Party undertakes and warrants that: (i) it shall hold the Confidential Information of Disclosing Party in confidence and shall take all reasonable steps to safeguard and protect the Confidential Information including, without limitation, those steps that it takes to protect its own Confidential Information of a similar nature; (ii) it shall not disclose or otherwise provide any Confidential Information to any third party without the prior written consent of the Disclosing Party, except to those of its employees who have a need to know such Confidential Information for the purpose of fulfilling these Terms and provided that such employees are bound by written confidentiality obligations which are at least as restrictive as those contained herein; (iii) it shall not copy or use the Confidential Information for any purpose except to the extent required to perform its obligations, or exercise its rights, hereunder, whilst maintaining the Disclosing Party's interests; and (iv) if the Receiving Party is requested or legally compelled to disclose any Confidential Information pursuant to the order or requirement of a court, administrative agency, or other governmental body, the Receiving Party shall make best efforts to provide the Disclosing Party prompt notice thereof, and, at the request and expense of the Disclosing Party, uses reasonable efforts to limit such disclosure to the extent requested. The Receiving party's obligations with respect to Confidential Information shall expire seven (7) years from the date of termination or expiration of the last Order term, unless under applicable law a longer period of protection applies. Any separate non-disclosure agreement executed between the parties prior to the date hereof is hereby terminated and replaced by the foregoing Confidentiality provision.

14.3. Right to Disclose. Company reserves the right to access, read, preserve, and disclose any information that it obtains in connection with the Service as the Company reasonably believes necessary to: (i) satisfy any applicable law, regulation, legal process, subpoena or governmental request, (ii) enforce these Terms, including to investigate potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to Customer's support requests, and/or (v) protect the rights, property or safety of the Company, its users or the public.

15. Public Reference

The Company may make public statements, references or announcements with respect to the use of the Service by the Customer and in such context the Company shall be allowed to use Customer's name, trademarks and logos. At the request of the Company, the Customer shall reasonably cooperate with the Company in the preparation of a case study document on how the Service is being used by the Customer and how the Customer benefits from such use. The Customer may withdraw its consent given herein by contacting Company at Legal@Descope.com.

16. General

16.1. Company Entity. If the Customer is an entity incorporated in the United States or Canada, “**Company**” means Descope, Inc., a company duly incorporated under the laws of Delaware, having its mailing address at 20660 Stevens Creek Boulevard, #245 Cupertino, CA 95014. If the Customer is an entity incorporated elsewhere, “**Company**” means Descope Technologies Israel (2022) Ltd., company registered under the laws of the state of Israel, company registration number 516574746, having its registered address at 11 HaAhim MiSlavuta, Tel Aviv, Israel 6701022.

16.2. Export Control. The Service may be subject to Israeli, U.S. or foreign export controls, laws and regulations (the “**Export Controls**”), and Customer agrees and confirms that: (i) Customer is not located or uses, exports, re-exports or imports the Service (or any portion thereof) in or to, any person, entity, organization, jurisdiction or otherwise, in violation of the Export Controls; (ii) Customer is solely responsible for complying with applicable Export Controls which may impose additional restrictions, prohibitions or requirements on the use of the Service.

16.3. Force Majeure. Neither Company nor Customer will be liable by reason of any failure or delay in the performance of its obligations on account of events beyond the reasonable control of a party, which may include denial-of-service attacks, interruption or failure of the internet or any utility service, failures in third-party hosting services, strikes, shortages, riots, fires, acts of God, war, pandemic, terrorism, and governmental action.

16.4. No Joint Venture. These Terms do not, and shall not be construed to create any partnership, joint venture, employer- employee, agency, or franchisor-franchisee relationship between the parties.

16.5. Governing Law and Jurisdiction and Waiver of Jury Trial. If “Company” means Descope, Inc., any claim relating to the Service and these Terms will be governed by and interpreted in accordance with the laws of the State of Delaware, without reference to its conflict-of-laws principles, and any dispute arising out of or related to Customer’s use of the Service will be brought in, and the Customer hereby consents to exclusive jurisdiction and venue in the competent courts of the State of Delaware. If “Company” means Descope Technologies Israel (2022) Ltd., any claim relating to the Service and these Terms will be governed by and interpreted in accordance with the laws of the State of Israel, without reference to its conflict-of-laws principles, and any dispute arising out of or related to Customer’s use of the Service will be brought in, and the Customer hereby consents to exclusive jurisdiction and venue in the competent courts of the Tel Aviv District, Israel. If applicable, to the fullest extent permitted by law, the parties waive the right to a jury trial with respect to any action arising under or relating to these Terms.

16.6. Class Action Waiver. WHERE PERMITTED UNDER APPLICABLE LAWS, CUSTOMER AND COMPANY AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER PARTY ONLY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both Customer and the Company agree, no arbitrator or judge may consolidate more than one person’s claims or otherwise preside over any form of a representative or class proceeding.

16.7. Enforceability. If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provision.

16.8. Assignment. Neither party may assign, sublicense or otherwise transfer any or all of its rights or obligations under the Agreement without the other party's prior express written consent which shall not be unreasonably denied. Notwithstanding, either party may assign these Terms to its Affiliate upon written notice to the other party, except Customer may not assign these Terms to an Affiliate if such Affiliate competes with the Company or any portion of its business, or if such assignment may have adverse effect on Company, as determined by the Company and all rights of Company will be maintained. In addition, Company may assign and transfer these Terms without consent of the Customer to its successor in interest in connection with a merger or in connection with any corporate restructuring or sale of all or substantially all of its assets or line of business. Assignment in breach of these Terms is void and null.

16.9. No Waiver. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default.

16.10. Interpretation. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof.

16.11. Entire Agreement. These Terms reflect the entire terms and conditions between Customer and Company relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements or understandings between the parties.

16.12. Order of Precedence. Any Order entered into between the parties simultaneously with these Terms shall be deemed to incorporate these Terms. If there is any conflict or inconsistency between these Terms and the Order, these Terms shall prevail unless the Order specifically states otherwise. In the event of any conflict or discrepancy by and among these Terms, their schedules and any other document referred to herein, such conflict or inconsistency shall be resolved by giving precedence in the following order, unless explicitly indicated otherwise in writing, by the parties: (i) The DPA insofar as it refers to Processing of Personal Data (as such terms are defined in the DPA); (ii) These Terms excluding their schedules; (iii) The other schedules of these Terms; (iv) Any other online document incorporated into these Terms.

16.13. Notices. Any notice regarding the enforcement of these Terms made to the Company shall be cc'd to: Legal@Descope.com. All notices sent to Customer shall be sent to the Customer's address set forth in the corresponding Order, or to such other address as Customer may designate from time to time for such purpose. Company website may also provide notices of changes to these Terms or other matters, by displaying such notices or by providing links to such notices.

16.14. Admissibility. Without limitation, both parties agree that a printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same

extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

For any questions or queries about these Terms or the Service in general, please contact us at info@descope.com.

Last update: January 7, 2025



US GOVERNMENT CUSTOMER RIDER

This Government Customer Rider ("Rider") is entered into by and between Vertosoft LLC ("Vertosoft") and Descoper ("Supplier"). This Rider is incorporated into the Supplier's commercial terms and conditions ("Supplier Terms") and applies specifically to transactions with Government Customers and Vendors.

The purpose of this Rider is to define terms and conditions specific to Government-related transactions and to ensure Supplier compliance with applicable federal, state, and local procurement laws. This Rider is not intended to modify the underlying distribution agreement between the above-mentioned parties.

1. Applicability and Precedence

The terms of this Rider shall prevail over any conflicting provisions in the Supplier's Commercial Terms and Conditions to the extent necessary to ensure compliance with applicable laws and to reflect the requirements of Government Customers and Vendors.

2. Prohibition on Prepayment

Supplier acknowledges that Government Customers are prohibited from prepaying for goods or services pursuant to 31 U.S.C. § 3324. Accordingly, Supplier shall accept payment in arrears where required by law and shall invoice accordingly. For avoidance of doubt, this shall not restrict Supplier from invoicing for subscription-based Software-as-a-Service or license in advance of the subscription term, upon activation or availability of the service, consistent with standard SaaS delivery and billing practices.

3. Auto-Renewal Limitation

Supplier agrees that no subscription, license, or service shall auto-renew with a Government Customer unless explicitly authorized in writing by the Government Customer.

4. Governing Law and Dispute Resolution

This Rider shall be governed by the laws of the Commonwealth of Virginia, without regard to its conflict of law provisions. However, any dispute arising out of a transaction with a Government Customer shall be interpreted in accordance with applicable federal or state procurement laws and regulations.

5. Indemnification

Government Customers shall not be required to indemnify Supplier. Supplier shall indemnify Vertosoft, subject to the indemnification procedures set forth in section 5 of the Government Solutions Distribution Agreement between the Parties, against any third-party claims arising from: (i) Supplier's breach of law, including violations of FAR/DFARS provisions, export/import control laws, or unauthorized disclosures of sensitive government data; and (ii) any misrepresentation of Supplier's regulatory compliance status.

6. Software License Rights



Products shall be treated as 'commercial computer software' under FAR 12.212 and DFARS 227.7202. Government Customer use shall be governed solely by the rights customarily provided to the public.

7. Termination for Convenience or Non-Appropriation

If a Government Customer terminates an Order for convenience or due to non-appropriation of funds, Vertosoft may cancel its corresponding order with Supplier without breach or penalty, provided that Vertosoft shall not be relieved of its obligation to pay all amounts due to Supplier under such Orders until the end of its original subscription term. Supplier shall provide reasonable assistance to support an orderly and timely cessation of affected services consistent with industry standard assistance for customer off boarding. This includes, but is not limited to, discontinuing billing for any new services and ensuring Government Customer access through the remainder of the subscription term for which payment has already been made.

8. FOIA and Open Records Compliance

Supplier shall cooperate in the processing of any Freedom of Information Act (FOIA) or similar requests and acknowledge that confidentiality obligations shall not prevent Vertosoft from fulfilling such legal disclosures.

9. Export Control

Supplier shall comply with all applicable U.S. export control laws and regulations, including but not limited to the Export Administration Regulations (EAR) and the International Traffic in Arms Regulations (ITAR). Supplier shall promptly notify Vertosoft of any export restrictions applicable to its knowledge to its products or services, including restrictions on end users, destinations, or re-exports. Supplier shall reasonably assist Vertosoft in obtaining any required licenses or authorizations, at Vertosoft's expense, and shall indemnify Vertosoft, subject to the indemnification procedures set forth in section 5 of the Government Solutions Distribution Agreement between the Parties, against any claims, penalties, or liabilities arising from Supplier's noncompliance with such laws or from its acts or omissions in connection with export obligations.

10. Professional Services

Professional Services provided to Government Customers shall be delivered under a mutually agreed Statement of Work (SOW) where applicable. Travel must comply with Federal or Joint Travel Regulations.

11. FAR/DFARS Flow-Down Terms

Supplier agrees to accept mandatory FAR and DFARS flow-downs for subcontracts, including but not limited to termination rights, sourcing restrictions, and reporting obligations, only to the extent expressly identified and approved in advance by Supplier.

12. Data Security and Hosting

Supplier shall not use, share, or store Government Customer data outside of the scope expressly authorized in writing. Hosting environments must comply with applicable federal or state data protection laws relevant for Suppliers.

13. Insurance Requirements

Supplier shall maintain the minimum insurance coverage to the extent agreed in the Government Solutions Distribution Agreement between the Parties, including but not limited to general liability, cyber risk, and professional liability coverage.

14. Representations and Certifications



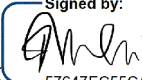
Supplier agrees to complete and maintain all applicable federal compliance representations and certifications reasonably notified, required and acceptable to Supplier for resale to Government Customers. These include, but are not limited to, as applicable, certifications related to compliance with the Buy American Act, the Trade Agreements Act, and representations pursuant to FAR 52.225-2, FAR 52.225-4, and GSAR 552.204-70 (Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment).

15. No Privity of Contract

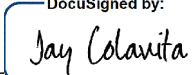
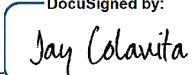
Supplier agrees that except for the Supplier Commercial Terms and Conditions as defined in the Government Solutions Distribution Agreement between the parties, which shall be directly enforceable by Supplier towards the Resale Customers, no contractual relationship shall exist between Supplier and any Government Customer. All payments from Government Customers shall be made directly to Vertosoft, and Supplier shall not invoice or collect payment directly from Government Customers unless otherwise explicitly agreed upon in writing by the Government Customer, Supplier, and Vertosoft. Vertosoft shall remain responsible for remitting payment to Supplier in accordance with the distribution agreement between the parties.

IN WITNESS WHEREOF, the parties have caused this Rider to be executed by their authorized representatives.

Supplier

Signed by: 
Signature: 57647EC55CA644D...
Print Name: Rishi
Title: Co-founder & CRO
Date: 12/17/2025

Vertosoft LLC

DocuSigned by: 
By: 
Print Name: Jay Colavita
Title: President
Date: 12/17/2025
