



GOVERNMENT ADDENDUM TO MASTER SAAS AGREEMENT

This Government Addendum (this “Addendum”) supplements and modifies the Master SaaS Agreement (the “Agreement”) between Cyera, Inc. (“Cyera”) and the government entity identified in the applicable Order Form, when Services are procured under NASPO ValuePoint Master Agreement No. LS5028 (the “Master Agreement”) between Vertosoft LLC (“Vertosoft” or “Contractor”) and the [LEAD STATE] (the “Lead State”). As used in this Addendum: “Customer” means the Purchasing Entity (as defined in the Master Agreement), i.e., the state agency, political subdivision, or other eligible entity that places an Order for the Services.

Purpose. The Cyera SaaS Agreement may contain terms that are acceptable to private parties but conflict with the Master Agreement or applicable state law. This Addendum modifies the Cyera SaaS Agreement solely to the extent necessary to resolve such conflicts.

Definitions. The Cyera SaaS Agreement, including any Order Forms, shall be referred to as the “**Terms**.” Capitalized terms not defined herein have the meanings given in the Terms or the Master Agreement, as applicable.

Applicability. This Addendum is incorporated into and forms part of the Terms. Any language in the Terms indicating that the Terms may not be modified or that the Terms constitute the entire agreement is waived to the extent necessary to give effect to this Addendum. Accordingly, any such language in the Terms that conflicts with the Master Agreement or applicable Participating Addendum is modified or deemed of no force and effect to the extent of such conflict as they pertain to the Customer's use of the Company Site, Products, or Services. This Addendum is not intended to create any rights for the Parties, not already created by the contract. This Addendum applies to all Terms, whether presently known or incorporated in the future, to the extent necessary to address conflicts with the Master Agreement or applicable Participating Addendum.

Provisions.

- A. Government Entity.** The term “Customer,” “End User,” or similar term within the Terms shall mean the Purchasing Entity itself and shall not apply to, nor bind (i) the individual(s) who utilize the Platform or Services on Customer's behalf, or (ii) any individual users who happen to be employed by, or otherwise associated with, the Purchasing Entity. Cyera will look solely to Customer to enforce any violation or breach of the Terms by such individuals, subject to applicable law.
- B. Order of Precedence.** In the event of conflict between the Terms and the Master Agreement or applicable Participating Addendum, the Master Agreement and Participating Addendum shall control in accordance with Master Agreement Section III.
- C. Indemnification.** Any provision in the Terms requiring indemnification by Customer is of no force and effect. Customer shall have no obligation to indemnify any Participating Entity or third party.



- D. Governing Law / Dispute Resolution.** Any language in the Terms purporting to subject Customer to the laws of a specific state or requiring dispute resolution in a specific forum is of no force and effect unless expressly authorized in the Master Agreement or applicable Participating Addendum. Governing law and venue shall be determined by the Master Agreement and applicable Participating Addendum, in accordance with the terms of the Master Agreement. Nothing herein constitutes a waiver of sovereign immunity.
- E. No Business Relationship Created.** The Parties are independent entities and nothing in the Terms as modified by this Addendum creates a partnership, joint venture, agency, or employer/employee relationship.
- F. Modifications.** This Addendum shall be a part of the contract entered into between Customer and Cyera. Modifications to this Addendum shall be only by bilateral written agreement. This Addendum is not overwritten by any clickwrap, shrinkwrap, browsewrap license, or the like.
- G. Renewal.** Any references to automatic renewals or increased fees are stricken. If any license or service tied to periodic payment is provided under the Terms (e.g., annual software maintenance or annual subscription term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by an authorized Customer representative.
- H. Assignment.** Any provision permitting assignment of the Terms by Cyera without Customer's consent is of no force and effect except as permitted under the Master Agreement.
- I. Payment.** In accordance with the NASPO Master Agreement, payment shall be due within thirty (30) days of receipt of a correct invoice or delivery, whichever is later. Late interest shall not accrue until forty-five (45) days after the due date and shall not exceed one percent (1%) per month.
- J. Publicity.** Any provision in the Terms permitting Cyera to use Customer's name or logo without consent is of no force and effect. Cyera shall not refer to Customer in any marketing or promotional materials without prior written consent. Cyera will not represent that Customer, any Participating Entity, the Lead State, or NASPO ValuePoint endorses Contractor's products or services without prior written consent.
- K. Audits & Records.** Cyera shall maintain records pertaining to Orders for six (6) years following termination or final payment, whichever is later. Customer, the Lead State, Participating Entity (if applicable), Purchasing Entity (if applicable) and the federal government (if applicable) shall have the right to audit such records at reasonable times upon reasonable notice



- L. Public Records.** Any provision in the Terms designating contract terms, pricing, or Order Forms as confidential is modified to the extent it conflicts with applicable state public records or open government laws. Such laws shall prevail. If Cyera receives a request for Customer information, Cyera shall not provide such information and shall instead refer the request to Customer.
- M. Data Restrictions.** To the extent the Terms grant Cyera rights to use Customer Data for purposes beyond providing the services, such rights are limited to what is strictly necessary to provide the Services and otherwise consistent with the Master Agreement. Any broader use of Customer Data requires Customer's prior written consent. Customer Data shall not be sold, shared, or disclosed to third parties except as required to perform the Services or as required by law.
- N. Information Security.** Under no circumstances shall Cyera transfer or store Customer Data outside of the United States. Cyera shall implement and maintain security controls in accordance with NIST SP 800-53 at the appropriate impact level for Customer's data classification in accordance with the requirements of the Master Agreement.
- O. Limitation of Liability.** Any provision in the Terms limiting or disclaiming Cyera's liability is of no force and effect to the extent inconsistent with the Master Agreement or applicable Participating Addendum.
- P. Forfeiture of Prepaid Services.** Any provision in the Terms providing for forfeiture of prepaid services or fees is modified such that Customer retains the right to receive Services for amounts paid or, where Services are not delivered, to a prorated credit or refund.
- Q. Termination / Suspension of Services.** Any provision granting Cyera the right to terminate Services other than as permitted under the Master Agreement or applicable Participating Addendum is of no force and effect. Cyera shall not suspend Services except where reasonably necessary to address an imminent security risk or as required by law and shall provide Customer with notice and a reasonable opportunity to cure prior to any suspension where practicable.
- R. Incorporated Terms.** Any terms incorporated by reference in the Terms, including those contained in websites, policies, or Documentation, shall have no force unless expressly incorporated in a writing executed by the Parties and consistent with the Master Agreement and applicable Participating Addendum. Any such incorporated terms shall be fixed as of the effective date of the applicable Order Form and may not be modified thereafter except by written agreement of the Parties. Cyera may not unilaterally modify the Terms in a manner that materially impacts Customer.

CYERA, INC.

By: _____



Name: _____

Email: _____

Title: _____

Date: _____

APPROVED BY LEAD STATE:

By: _____

Name: _____

Title: _____

Date: _____



MASTER SAAS AGREEMENT

Customer Name	
Customer Address	

This Master SaaS Agreement (this “**Agreement**”) is between Cyera US Inc., a Delaware corporation with its principal place of business at 1375 Broadway Floor 11 New York, NY 10018 (“**Cyera**”), and the Customer named above (“**Customer**”), including Customer’s Affiliates (for so long as they remain Affiliates) that have entered into an ordering document (including any addenda and supplements thereto) that references this Agreement and is entered into between Customer or any of its Affiliates and Cyera (“**Order Form**”). By entering into an Order Form, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party to this Agreement. “**Affiliate**” means any entity that has direct or indirect ownership or control of more than 50% of the voting interests of the subject entity. This Agreement is effective as of the last date beneath the parties’ signatures below (the “**Effective Date**”). The parties agree as follows:

1. SERVICES

1.1 **License Grant.** Subject to this Agreement, Cyera shall provide Customer with the Services set forth in an Order Form executed by both parties, and hereby grants Customer a limited, non-exclusive, non-sublicensable, non-transferable and revocable (upon Customer’s uncured material breach of this Agreement) right to access and use remotely the Cyera cloud-based security platform (“**Platform**”) and specific solutions that are governed by Solution Addendums which supplements and, are incorporated by reference, to this Agreement solely with respect to applicable products, and Enhancements made available during the subscription term set forth in an Order Form (“**Subscription Term**”), solely for Customer’s internal purposes and in accordance with the Documentation (defined below).

1.2 **Provision of Services.** Cyera will (a) make the Services (as defined below) available to Customer under this Agreement, and the applicable Order Forms and Documentation and (b) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which Cyera shall give advance electronic notice), and (ii) Force Majeure. The Platform, any subscription-based products or features offered by Cyera shall be referred to as the “**Services**”. The user manuals, policies and documentation, as updated by Cyera from time to time, provided to Customer in connection with the operation of the Platform and the Services shall be referred to as the “**Documentation**”.

1.3 **Custom Deployment.** Pursuant to Section 6.2, Customer must purchase Professional Services in advance if Customer elects to implement the Platform in a Custom Deployment. A “**Custom Deployment**” is a deployment not described in the Documentation as a standard deployment or Managed Services, including “bring your own” architecture or any custom deployment approach necessary to meet Customer’s internal requirements. Cyera is under no obligation to enable Custom Deployments unless Customer purchases Professional Services as agreed to in an Order Form. Cyera does not provide standard support or service offerings for Custom Deployments.

1.4 **Artificial Intelligence.** The Services include artificial intelligence, machine learning, and related technologies. Cyera provides those technologies under the Artificial Intelligence Addendum available at <https://security.cyera.io/item/addendums> (the “**AI Addendum**”), which is incorporated into this Agreement.



1.5 Affiliates. Customer's Affiliate may purchase Services from Cyera by entering into an Order Form, which is governed by the terms of this Agreement and which will establish a new and separate agreement between the Customer's Affiliate and Cyera. If Customer's Affiliate resides in a different country than Customer, then the Order Form may include modifications to terms applicable to the transaction(s) (including, but not limited to, tax terms and governing law).

1.6 Evaluation Subscriptions. "Evaluation Subscription" means any evaluation, trial, testing, pre-release, proof of concept or other free version or feature of the Services that Cyera makes available to Customer for evaluation purposes. Cyera may offer Evaluation Subscriptions with or without an Order Form. If no Subscription Term is specified in an Order Form or other written agreement between the parties, the Subscription Term for the Evaluation Subscription will be 30 days. Customer may use an Evaluation Subscription only for internal evaluation purposes and may not use it for production or for-profit purposes. No competitor of Cyera, or any employee, contractor or agent of a competitor of Cyera, may access an Evaluation Subscription. Cyera may provide basic technical support for an Evaluation Subscription at its discretion. FOR ANY EVALUATION SUBSCRIPTION, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT: (A) THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED; (B) CYERA MAY TERMINATE CUSTOMER'S ACCESS AT ANY TIME, FOR ANY REASON AND WITHOUT LIABILITY; (C) CYERA WILL HAVE NO INDEMNITY OR FORMAL SUPPORT OBLIGATIONS; AND (D) CYERA'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE EVALUATION SUBSCRIPTION WILL NOT EXCEED \$1,000. This Section 1.6 supersedes any conflicting terms in this Agreement with respect to any Evaluation Subscription.

2. PAYMENT AND INVOICING

2.1 Payments. The Customer will pay all fees as specified in the Order Forms and Statements of Work (the "**Fees**"). Payment obligations are non-cancelable and, unless this Agreement explicitly states otherwise, non-refundable. All payments must be made in U.S. dollars. Cyera will invoice Customer as detailed in the relevant Order Form, with payment due within 30 days of the invoice date unless otherwise specified in the Order Form. If Customer fails to pay any undisputed invoice within five days of the due date, Cyera may apply late interest on the outstanding balance at 1.5% per month or the maximum rate permitted by law, whichever is less.

2.2 Taxes. Fees are exclusive of all value added, sales, use, goods and services, property or similar taxes. Customer is responsible for paying all taxes applicable to its purchase and use of the Services, including sales, value added, use, and similar taxes, but excluding those on Cyera's net income.

2.3 Resellers. If Customer purchases the Services from a partner, reseller or distributor authorized by Cyera ("**Reseller**"), then: (a) any references in this Agreement to an Order Form will refer to the applicable ordering document between Customer and the Reseller; (b) this Agreement governs Customer's access to and use of the Services, except for any payment-related terms (including, but not limited to, pricing, invoicing, billing, payment methods, and late payment charges), which are solely between Customer and such Reseller; and (c) Customer must direct any claims related to billing, refunds, or credits to the Reseller, who is solely responsible for handling such matters. Any additional or inconsistent terms agreed to between Customer and the Reseller are solely between those parties and will not apply to or bind Cyera.

3. USE OF SERVICES

3.1 Permitted Users. The Platform may be accessed solely by Customer's or its Affiliates' employees or service providers who are explicitly authorized by Customer to use the Platform (each, a "**Permitted User**"). Customer will ensure that the Permitted Users comply with the terms of this Agreement at all times and shall be fully responsible for any breach of this Agreement by a Permitted User and for any use of its Platform account. Customer must promptly notify Cyera upon becoming aware of any unauthorized access to or use of the Platform.

3.2 Usage Limits. Services are subject to the usage limits specified in an Order Form. If Cyera determines that Customer has exceeded its contractual usage limit in the Services, Cyera will notify Customer and Customer will, within 30 days of



such notice, purchase additional usage rights at the rates specified in the then current Order Form, prorated for the remainder of the applicable Subscription Term. If Customer remains non-compliant after such 30 days, Cyera may suspend access to the Services or terminate the Agreement for material breach, in addition to any other available rights and remedies at law, equity, or otherwise.

3.3 Usage Restrictions. Except as expressly set forth in this Agreement or as permitted by the Services, Customer shall not, and shall not permit any Permitted User or third party to: (a) disassemble, reverse engineer, decompile or otherwise attempt to find the underlying code of the Services; (b) copy, modify, adapt, translate or otherwise create derivative works of Cyera's code or the Services; (c) rent, lease, sell, assign, or otherwise transfer rights in the Documentation or Services to any third party; (d) remove any proprietary notices or bypass any Cyera security measure; (e) use the Services or any part thereof in violation of applicable laws; (f) combine Services with any code, platform or services not provided or approved by Cyera; (g) use the Services to develop a similar or competing product or service; or (h) permit any Cyera competitor to access the Services without Cyera's prior written consent.

3.4 Suspension. Cyera may immediately suspend Customer's access to the Services if Customer's or any Permitted User's use of the Services breaches the Agreement or in Cyera's reasonable judgment imminently threatens the security, integrity or availability of the Services. Cyera will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy the issue before suspension and will promptly restore Customer's access to the Services when the issue has been resolved. If Cyera suspends Customer's right to access or use any portion or all of the Services under this Section, Customer remains responsible for all fees and charges for the remainder of the applicable Subscription Term and will not be entitled to any credit or refund.

3.5 Enhancements. Cyera may make available updates, patches, bug fixes, upgrades, and new versions to the Platform or Services from time to time (collectively, "**Enhancements**"). Customer will accept, and to the extent applicable to any Customer-deployed components promptly install, all Enhancements that Cyera identifies as necessary for the proper functioning of the Services. Cyera will not be responsible for the proper performance of the Services, or for any security issue affecting the Services, to the extent arising out of or relating to Customer's failure to accept or implement any such Enhancement in a timely manner.

3.6 Third Party Services. Customer may provide third-party entities, personnel or applications with access to Services on behalf of Customer and solely for Customer's internal use ("**Third Party Services**"). Customer authorizes Cyera to provide the necessary access or revocation of access to such Third Party Services as requested by Customer. Cyera has no obligation to monitor, support or maintain the availability of any Third Party Services. Customer remains solely responsible for Third Party Services and the acts or omissions of Third Party Services.

3.7 Early Access and Beta Services. From time to time, Cyera may make services or functionality designated as beta, pilot, limited release, early access, developer preview, non-production, evaluation, or a similar description available to Customer at Customer's option ("**Early Access and Beta Services**"). Early Access and Beta Services must be used in accordance with Cyera's instructions, are for Customer's internal use only, and are not considered "Services" under this Agreement (except that the restrictions on Customer's rights in and to the Services apply to its use of the Early Access and Beta Services). Cyera has no obligation to support or make Early Access and Beta Services available. Cyera may discontinue Early Access and Beta Services at any time in Cyera's sole discretion and may never make them generally available. CYERA WILL HAVE NO LIABILITY FOR ANY HARM OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH EARLY ACCESS AND BETA SERVICES.

4. CUSTOMER DATA

4.1 Customer Data. As between the parties, Customer owns and retains all right, title and interest (including all intellectual property rights) in and to electronic data and information submitted by Permitted Users to the Platform ("**Customer Data**"). Customer grants Cyera a non-exclusive, worldwide, royalty-free, fully paid, transferable (in the event



of an assignment permitted by Section 12.6) right and license during the Subscription Term to use Customer Data solely to perform its obligations under this Agreement, for the fulfillment of legal obligations and as otherwise set forth expressly in this Agreement. Cyera may monitor Customer's use of the Services and Customer Data to detect and prevent fraud, misuse, and abuse of the Services, to improve Services and for security and compliance purposes.

4.2 Protection of Customer Data. During the Subscription Term, Cyera will maintain appropriate administrative, physical, and technical safeguards designed to protect of the security, confidentiality and integrity of Customer Data.

4.3 Data Processing Agreement. To the extent Customer Data contains personally identifiable information, Customer represents and warrants that it has provided all appropriate notices, obtained all required consents or authorizations, has an ongoing legal basis, and has complied with applicable privacy laws and regulations to allow Cyera to collect, receive, process, use and store the Customer Data to perform the Services. If Cyera and Customer do not have a Data Processing Agreement ("**DPA**") in place, then the DPA available at www.cyera.io/legal/dpa applies to Cyera's processing of Customer Data. Customer acknowledges that Cyera may collect and process information regarding the configuration, performance, security, access to, and use of, the Services ("**Account Data**") for its internal business purposes, including for identity verification, billing, support, investigation and prevention of system abuse, maintenance, development and/or improvement of the Services, communication with Permitted Users and fulfillment of legal obligations. Account Data is not subject to the DPA.

4.4 Usage Data. Cyera may collect and analyze information relating to the provision, use and performance of the Services in an aggregated and anonymized format such that (a) it does not identify Customer nor any Permitted User, (b) no Customer Data is disclosed and (c) Customer is not identified as the source of any Usage Data ("**Usage Data**"). All right, title, and interest in Usage Data (other than any Customer Data incorporated therein), and all intellectual property rights therein, belong to and are retained solely by Cyera.

4.5 Business Associate Agreement. If Customer is a "covered entity" or "business associate" and Cyera receives "Protected Health Information" from Customer as part of the Customer Data, the Business Associate Agreement available at <https://security.cyera.io/item/addendums> is made part of this Agreement.

5. PROPRIETARY RIGHTS AND LICENSES

5.1 Reservation of Rights. Cyera, its Affiliates and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Services, Tools, methodologies, intellectual property developed independently in provision of Managed Services, the Documentation, related and underlying technology and updates, enhancements, upgrades, modifications, patches, workarounds, fixes, and derivative works of any of the foregoing ("**Background IP**"). To the extent such Background IP is incorporated into a Managed Service, Cyera grants Customer a non-exclusive, non-transferable, non-sublicensable royalty-free license during the term of this Agreement solely as necessary to use the Services. Use of and access to the Services is licensed, not sold, and no rights are granted to Customer other than as expressly set forth in this Agreement. The Platform is offered as an online, hosted solution, and Customer has no right to obtain a copy of the Platform or any software or code underlying the Platform.

5.2 Feedback. Customer and its Permitted Users may provide Cyera with suggestions, ideas, enhancement or correction requests, feedback, recommendations, or other information regarding the Services, exclusive of any Customer Confidential Information therein ("**Feedback**"). To the extent Customer provides Feedback, Cyera and its Affiliates may use such Feedback for any purpose, without restriction or obligation to Customer. Feedback is not Confidential Information and does not create any confidentiality obligations for Cyera. Cyera will not identify Customer as the source of such Feedback.



6. PROFESSIONAL SERVICES AND MANAGED SERVICES

6.1 Managed Services. Cyera may provide onboarding, data analysis, and other standardized and prepackaged professional services related to the Services ("**Managed Services**"), as set forth in an Order Form and described in the applicable service description made available at <https://security.cyera.io/> or at such other URL as Cyera may provide from time to time ("**Services Brief**"). Customer must purchase Professional Services in accordance with Section 6.2 for any development work, work-for-hire, or customization of the Services. Any such Order Forms, Services Briefs, or SOWs (defined below) will be incorporated into and subject to the terms of this Agreement.

6.2 Professional Services. Customer and Cyera may agree to non-standard services related to custom development or implementation of the Platform in a non-standard deployment configuration in the Customer's environment ("**Professional Services**") in a statement of work ("**SOW**"). The SOW for these required Professional Services will include scope, start date, duration, resource allocation, assumptions and estimated cost. Any change to the scope of work during the engagement must be documented in a written Change Order which describes the specific changes, impact on cost, schedule and other relevant terms. Unless otherwise agreed in the SOW, the work must commence in the Subscription Term in which it was purchased. Any services or associated work that have not already commenced by the date that is twelve (12) months after the start date of the applicable Order Form (the "**Services Expiration Date**") shall be forfeited to Cyera and shall not be refundable unless scheduling issues are due to Cyera. These services are separate from and in addition to any support, subscription, and/or licensing fees. Cyera shall have no obligation to enable any custom deployment unless the required SOW has been executed by Customer and Cyera. Ongoing support of custom deployments may incur additional fees.

7. CONFIDENTIALITY

7.1 Definition of Confidential Information. "**Confidential Information**" means all information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data; Confidential Information of Cyera includes the Platform, Services, Documentation, and the terms and conditions of this Agreement and all Order Forms and Statements of Work (including pricing). Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of this Agreement by the Receiving Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without restriction and without breach of any confidentiality obligation, (c) is received by the Receiving Party from a third party without restriction and without knowledge of any breach of any confidentiality obligation, or (d) was independently developed by the Receiving Party without use or reference to the Disclosing Party's Confidential Information.

7.2 Protection of Confidential Information. As between the parties, each party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (a) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (b) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who are subject to contractual or professional confidentiality obligations containing protections not materially less protective of the Confidential Information than those herein. Additionally, Cyera may disclose the terms of this Agreement to a potential investor or purchaser, provided that such disclosure is subject to confidentiality obligations materially as protective as those set forth herein.

7.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if required by law, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.



If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

8. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

8.1 Mutual Warranty. Each party represents that it has validly entered into this Agreement and has the legal power to do so.

8.2 Cyera Performance Warranties. Cyera warrants that during an applicable Subscription Term (a) the Services will perform materially in accordance with the applicable Documentation and (b) any Managed Services and Professional Services will be provided in a professional and workmanlike manner.

8.3 Remedies. Cyera will use reasonable efforts to correct a verified breach of the warranties in Section 8.2 reported by Customer. If Cyera fails to correct such verified breach of warranty within 30 days after Customer's report, either party may terminate the Order Form or SOW as it relates to the non-conforming Service, Professional Services, or Managed Services and Cyera will refund to Customer any pre-paid, unused fees for the terminated portion of the applicable Subscription Term or for the non-conforming Managed Services or Professional Services, as applicable. To receive these remedies, Customer must report the breach of warranty in reasonable detail within 30 days after discovering the issue in the Services or 30 days after delivery of the relevant Managed Services. The foregoing remedies are Customer's exclusive remedies and Cyera's sole liability for breach of Section 8.2.

8.4 Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, CUSTOMER ACCEPTS THE CODES, SERVICES, AND WORK PRODUCT "AS IS" AT THE TIME OF PURCHASE AND ACKNOWLEDGES THAT CYERA MAKES NO OTHER WARRANTY AND DISCLAIMS ALL IMPLIED AND STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. CYERA FURTHER DISCLAIMS ANY WARRANTY THAT THE SERVICES WILL MEET CUSTOMER'S NEEDS, BE ERROR FREE, OR OPERATE WITHOUT INTERRUPTION. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS. CYERA IS NOT LIABLE FOR (i) ANY LOSS, COST OR DAMAGES ARISING OUT OF THIRD PARTY SERVICES OR (ii) ANY CONSEQUENCES ARISING FROM CUSTOMER'S USE OF OR DECISION MADE WITH RESPECT TO AI OUTPUTS. CUSTOMER AGREES THAT CUSTOMER'S PURCHASES ARE NOT CONTINGENT ON THE DELIVERY OF ANY FUTURE FUNCTIONALITY OR FEATURES, OR DEPENDENT ON ANY ORAL OR WRITTEN PUBLIC COMMENTS MADE BY CYERA REGARDING FUTURE FUNCTIONALITY OR FEATURES.

9. LIMITATION OF LIABILITY

9.1 Excluded Damages. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, REPUTATION, PROFITS, DATA, DATA USE, COST, OR DAMAGES ARISING OUT OF, OR RELATING TO, THIS AGREEMENT, THE SERVICES OR THE ARRANGEMENTS CONTEMPLATED HEREIN.

9.2 General Liability Cap. PARTY'S ENTIRE AND AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID AND PAYABLE TO CYERA FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS PRECEDING THE APPLICABLE CLAIM. MULTIPLE CLAIMS WILL NOT INCREASE THIS LIMIT.

9.3 Excluded Claims. THE LIMITATIONS SET FORTH IN SECTION 9.1 (Excluded Damages) AND SECTION 9.2 (General Liability Cap) SHALL NOT APPLY TO ANY CLAIM ARISING UNDER THIS AGREEMENT: (A) DUE TO A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD OR FRAUDULENT MISREPRESENTATION; (B)



SUBJECT TO THE INTELLECTUAL PROPERTY INDEMNITY OBLIGATIONS UNDER SECTION 10; OR (C) THAT CANNOT BE LIMITED BY APPLICABLE LAW.

9.4 Special Claims Cap. ANY LIABILITY RESULTING FROM: (i) CYERA'S MATERIAL BREACH OF ITS OBLIGATIONS UNDER SECTION 4.2 (PROTECTION OF CUSTOMER DATA) WHICH RESULTS IN UNAUTHORIZED DISCLOSURE OF CUSTOMER DATA OR (ii) A PARTY'S BREACH OF SECTION 7 (CONFIDENTIALITY) SHALL NOT EXCEED, IN THE AGGREGATE, THREE TIMES (3X) THE FEES PAID AND PAYABLE TO CYERA FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE 12 (TWELVE) MONTHS PRECEDING THE APPLICABLE CLAIM.

9.5 Nature of Claims; Failure of Essential Purpose. THE LIMITATIONS AND EXCLUSIONS OF LIABILITY IN THIS SECTION 9 APPLY TO ALL CLAIMS, REGARDLESS OF THE LEGAL THEORY ASSERTED, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND WILL CONTINUE TO APPLY EVEN IF ANY REMEDY UNDER THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE. TO THE EXTENT A CLAIM IS SUBJECT TO MORE THAN ONE LIMITATION OF LIABILITY UNDER THIS SECTION, SUCH LIMITATIONS WILL NOT BE CUMULATIVE AND THE HIGHEST APPLICABLE CAP WILL APPLY.

10. MUTUAL INDEMNIFICATION

10.1 Indemnification by Cyera. Cyera will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that Customer's permitted use of any Service infringes such third party's intellectual property rights (a "**Claim Against Customer**"), and will indemnify Customer from any damages, reasonable attorney fees and costs finally awarded against the third party claimant as a result of a Claim Against Customer or for any settlement of a Claim Against Customer that is approved in writing signed by an authorized officer of Cyera. If Cyera receives information about an infringement or misappropriation claim related to a Service, Cyera will in its discretion and at no cost to Customer (a) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching Cyera's warranties under Section 8, (b) obtain a license for Customer's continued use of that Service in accordance with this Agreement, or, if Cyera, in its sole discretion, determines that options (a)-(b) are not commercially reasonable, (c) terminate Customer's subscriptions for that Service and refund Customer any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply to the extent that a Claim Against Customer arises from (i) Customer's use or combination of the Services or any part thereof with software, hardware, data, or processes not provided by Cyera or reasonably contemplated by the Documentation, if the Services or use thereof would not infringe without such combination, (ii) modifications to the Services made or authorized by Customer or (iii) Customer's breach of this Agreement or applicable Order Forms and Statements of Work. This Section 10.1 states Cyera's sole liability to, and Customer's exclusive remedy against, Cyera for any Claim Against Customer.

10.2 Indemnification by Customer. Customer will defend Cyera, its Affiliates, and their respective officers, directors, employees, successors, and assigns against any claim, demand, suit or proceeding made or brought against Cyera by a third party arising from Cyera's use of Customer Data (a "**Claim Against Cyera**") and will indemnify and hold Cyera harmless from any damages, reasonable attorney fees and costs finally awarded against the third party claimant as a result of a Claim Against Cyera or for any settlement of a Claim Against Cyera that is approved in writing signed by an authorized officer of Customer.

10.3 Procedures. Each party's obligations under Sections 10.1 (Indemnification by Cyera) and 10.2 (Indemnification by Customer) are conditioned on the indemnified party (a) providing the indemnifying party with prompt written notice of any claim (provided that the indemnified party's failure to provide prompt written notice will only relieve the indemnifying party of its indemnification obligations hereunder to the extent such failure materially limits or prejudices the indemnifying party's ability to defend or settle such claim), (b) granting the indemnifying party the sole control of the defense and settlement of the claim, and (c) providing reasonable information and assistance to the indemnifying party in the defense or settlement of the claim at the indemnifying party's expense. The indemnified party may participate in a claim with its own counsel at its own expense. The indemnifying party may not settle any claim without the indemnified party's consent unless it unconditionally releases the indemnified party from all liability.



11. TERM AND TERMINATION

11.1 Term of Agreement. This Agreement commences on the Effective Date and, unless earlier terminated in accordance with this Section 11, shall remain in full force and effect until six months after all Order Forms have expired or have been terminated (the “**Term**”).

11.2 Termination. A party may terminate this Agreement for cause (a) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period; or (b) if the other party becomes subject to insolvency, bankruptcy, receivership, trust deed, liquidation or assignment for the benefit of creditors, or if a proceeding for the same is instituted against that party and is not dismissed within 60 days.

11.3 Refund or Payment upon Termination. If this Agreement is terminated by Customer in accordance with the “Termination” section above, Cyera will refund Customer any prepaid fees covering the remainder of the Subscription Term of all Order Forms after the effective date of termination. If this Agreement is terminated by Cyera in accordance with the “Termination” section above, Customer will pay any unpaid fees covering the remainder of the Subscription Term of all Order Forms to the extent permitted by applicable law. In no event will termination relieve Customer of its obligation to pay any fees payable to Cyera for the period prior to the effective date of termination.

11.4 Effect of Termination. Upon the earlier of expiration or termination of this Agreement, the rights and licenses granted to Customer hereunder will immediately terminate, Customer will cease use of the Services and Documentation, and Customer will promptly destroy and dispose of all copies of the Documentation in its possession or control. After such thirty (30) day period, Cyera will have no obligation to maintain or provide Customer Data, and shall delete or destroy all copies of Customer Data in Cyera's possession or control in accordance with its data deletion policy.

11.5 Surviving Provisions. The provisions of this Agreement (including all Order Forms and Statements of Work) that, by their nature, must survive the termination of this Agreement in order to achieve the fundamental purposes of this Agreement shall so survive, including but not limited to Sections 4, 5, 7, 9, 10 and 11. The termination of this Agreement shall not limit either party from pursuing any other remedies available to it under applicable law.

12. GENERAL PROVISIONS

12.1 Insurance. During the term of this Agreement, Cyera shall maintain, the following insurance coverage in at least the amounts specified below:

(a) Workers' compensation and/or employers' liability that shall fully comply with the statutory requirements of all applicable laws;

(b) Commercial General Liability Insurance with a minimum combined single limit of liability of \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, death, property damage and personal injury. This policy shall include products/completed operations coverage; and

(c) Errors and Omissions Insurance/Professional Liability with a minimum limit of \$10,000,000 with cyber extension covering Cyera's legal liability for financial loss resulting or arising from acts, errors or omissions in the rendering of Services under this Agreement as a result of an insured event, or from data damage / destruction / corruption, including without limitation, the failure to prevent unauthorized access to Customer Data, any third parties' financial losses arising directly from unintentional virus transmission, denial of service as a result of an insured event, breach of confidentiality or rights of privacy.

12.2 Export Compliance; Anti-Corruption. The Services, Cyera technology, and derivatives thereof may be subject to export laws and regulations of the United States and other applicable jurisdictions. Cyera and Customer each represents that it is not on any government list of persons or entities prohibited from receiving exports, accessing services, or



transacting with the other party. Customer will not permit any Permitted User to access or use any Service in violation of applicable export control or sanctions laws or regulations, including those of the United States, the European Union, the United Kingdom, and other relevant authorities. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate this restriction.

12.3 Compliance with Law. Cyera will provide the Services in accordance with its obligations under laws applicable to Cyera's provision of such Services to its customers generally, without regard to Customer's particular use of the Services and subject to Customer's use of the Services in accordance with this Agreement. Customer will comply with laws applicable to its use of the Services.

12.4 Force Majeure. Except for payment obligations, any delay in the performance of any duties or obligations of either party will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, war, insurrection, fire, earthquake, typhoon, flood, natural disasters, governmental action, pandemic/epidemic, cloud-service provider outages, or any other event beyond the reasonable control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay and to resume performance as soon as reasonably possible.

12.5 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

12.6 Amendment and Waiver; Severability. No modification or amendment to any provision of this Agreement will be effective unless explicitly set forth in writing signed by each party's authorized representatives. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right or preclude any further exercise thereof or the exercise of any other right, remedy, or power. No waiver under this Agreement will be effective unless made in writing and signed by an authorized representative of the party granting the waiver. If any court of competent jurisdiction adjudges any provision of this Agreement to be illegal, 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 but will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

12.7 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, that either party may assign this Agreement in its entirety (including all Order Forms and Statements of Work), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, sale of all or substantially all of its assets, or other change of control of such party. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.8 Notices. Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing or (c) except for notices of termination or an indemnifiable claim, the day of sending by email. Notices to Cyera will be addressed to the attention of Legal Department at Cyera US Inc., 1375 Broadway Avenue 11th Floor, New York, NY 10018 or as updated by Cyera via written notice to Customer, with a copy to legal@cyera.io. Billing related notices to Customer will be addressed to the relevant billing contact designated by Customer, and legal notices to Customer will be addressed to Customer and be clearly identifiable as legal notices. All other notices to Customer will be addressed to the relevant Services system administrator designated by Customer in the Order Form.

12.9 Governing Law and Venue. This Agreement shall be governed by the laws of the State of Delaware, without regard to conflicts of law rules that would require the application of laws other than Delaware law, and the competent state and federal courts located in Wilmington, Delaware shall have exclusive jurisdiction to hear any disputes arising hereunder.



Each party consents to the exclusive jurisdiction of those courts and waives any objection based on improper venue or forum non conveniens.

12.10 Publicity.

(a) Customer agrees that Cyera may use Customer's name and logo ("**Customer Marks**") in Cyera's customer lists, website, and other marketing materials to identify Customer as a customer of the Services. Any other use of Customer's name or logo must be mutually agreed upon in writing.

(b) Upon Customer's written request, Cyera will cease any new use of Customer Marks in Cyera's customer lists or future marketing materials. This cessation obligation will take effect after Cyera's receipt of Customer's request. For clarity, Cyera will not be required to remove or modify any previously created or published materials that include Customer Marks, including but not limited to blog posts, case studies, presentations, or other historical or archived content agreed to by the Parties. Such materials may remain available in their existing form.

12.11 Miscellaneous. This Agreement is the entire agreement between Cyera and Customer regarding Customer's subscription to the Services and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. Any terms included in a purchase order, website, purchasing portal, or other ordering instrument issued by Customer are void even if signed or otherwise accepted or acknowledged by Cyera. In the event of any conflict or inconsistency among the following documents, the order of precedence will be: (a) the Order Form, (b) the Statement of Work, (c) the DPA (if applicable), (d) any other addendum, supplement, or exhibit incorporated into this Agreement, (e) this Agreement and (f) the Documentation. Titles and headings are for convenience only and will not affect the interpretation of this Agreement. This Agreement may be executed electronically and in counterparts.

The undersigned parties have executed this Agreement as of the Effective Date:

CYERA US INC.

CUSTOMER

By:

By:

Name:

Name:

Title:

Title: [counterpartyTitle_KD73p7X]

Date:

Date: