

CYBERBIT CLOUD MASTER PURCHASE AGREEMENT

This **MASTER PURCHASE AGREEMENT** (the “**Agreement**”), by and between _____ (“**Customer**” or “**You**”), with an office at _____, and Cyberbit, Inc. (“**Cyberbit**”), with an office at 71 Commercial St. #267, Boston, MA 02109, dated as of [Effective Date] (“**Effective Date**”), including all of its exhibits, schedules and other attachments (collectively, the “**Agreement**”), is the entire agreement between the parties concerning Customer’s Purchase of the Cyberbit Cloud from Cyberbit. The Agreement supersedes, and its terms govern, any prior agreements, proposals or other communications, oral or written, between the parties with respect to the Cyberbit Cloud. The Agreement only may be changed by mutual written agreement of authorized representatives of the parties. The Agreement governs all documents (e.g., purchase orders, sales orders, invoices, statements of work, or similar documents, and all attachments to any of the foregoing. In order to affect a specific Purchase, Cyberbit shall issue Customer a Sales Order in the form of Exhibit B hereto, which the Parties shall execute or the Customer shall reference in a Purchase Order it issues Cyberbit. Capitalized terms have the meaning ascribed to them in this preamble, or in the Exhibits to this Agreement. The term “including” (and with correlative meaning “include”) means including without limiting the generality of any description preceding the word “including.” In consideration of the mutual promises herein, Customer and Cyberbit agree to be bound by the Agreement, including without limitation the following Exhibits:

Exhibit A: Terms and Conditions of Sale

Exhibit B: Form of Sales Order

Exhibit C: Terms of Use

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed as of the Effective Date by their duly authorized representatives.

Cyberbit, Inc.

(Authorized Representative)

(Authorized Representative)

Name

Name

Title

Title

Date

Date

Exhibit A: Terms and Conditions of Sale

These Terms and Conditions of Sale (“**Terms**”) including without limitation the Terms of Use, attached as Exhibit C hereto, are made between Customer and Cyberbit (all capitalized terms are defined below) and shall govern all Purchases of the Cyberbit Cloud from Cyberbit.

Any pre-printed provisions on Customer’s purchase orders or other terms referenced from Customer’s purchase orders which are not explicitly agreed upon by Cyberbit in writing shall not apply and have no force or effect. Acknowledgement (whether express or implied) by Cyberbit of the Customer’s purchase orders relating to these Terms or a Purchase Order which contain additional, different or conflicting terms and conditions shall not constitute acceptance of such terms and conditions by Cyberbit. Only an agreement or Purchase Order physically signed or expressly agreed to by Cyberbit and by Customer, and which contains Cyberbit’s explicit and specific consent to terms and conditions not set forth herein, shall bind Cyberbit.

1. Definitions

- 1.1. “**Affiliate**” means, with respect to either Party, any entity that directly, or through one or more intermediaries, Controls, is Controlled by, or is under common Control with a Party, where “Control” means the ownership of at least fifty percent (50%) of such entity’s voting securities or the power to direct or cause the direction of the management of such entity, through contract, ownership of securities, or otherwise;
- 1.2. “**Confidential Information**” means all information disclosed by one Party (the “**Disclosing Party**”) to the other Party (the “**Receiving Party**”) hereunder, whether disclosed by Cyberbit in connection with the Product(s) and/or the Documentation or disclosed by Customer in relation to its cyber security requirements, whether any of the foregoing is disclosed orally or in tangible form and bears a "confidential", "proprietary", or similar legend, and even if not so marked, if such information is of a confidential type and/or was disclosed under circumstances that would lead a reasonable person to conclude that the information was intended to be confidential, excluding however information which Receiving Party can prove by written evidence that: (i) is or enters into the public domain, through no action or omission by Receiving Party, (ii) is lawfully received by Receiving Party from a third party who is not in breach of a legal or contractual obligation with respect to the Confidential Information; (iii) is independently developed by Receiving Party without use of the Confidential Information; (iv) is rightfully known to Receiving Party prior to the disclosure by Disclosing Party.
- 1.3. “**Customer**” shall mean the Person who contracted with Cyberbit for the Product(s), Service(s), Maintenance and Support, or through a binding Purchase Order. For the avoidance of doubt, a Customer may be a User of the Cyberbit Cloud.
- 1.4. “**Cyberbit Cloud**” means Cyberbit’s cyber security training, simulation and skill development software-as-a-service product whether made available through www.cyberbitrange.com or any other way.
- 1.5. “**Documentation**” means Cyberbit’s Solution Brief, Scenario Guide, technical videos, app-tutorials and any technical manuals, instructions, user information, user manual, training materials, product description(s) and any and all other materials and documentation and any updates of the foregoing that accompany the Product(s) and/or Services or are otherwise provided by Cyberbit from time to time.
- 1.6. “**Force Majeure**” means any epidemics, fire, flood, unusually severe weather or any other extraordinary natural disturbance, acts of God or any public enemy, acts or regulations or decrees of any government (de facto or de jure) or governmental entity, any civil commotion, riots, sabotage, embargo, blockade, insurrection or hostilities, whether or not declared war, strikes, labor shortages or disputes or work stoppages, pandemics or other conditions that may adversely affect the safety of a Party's personnel and/or products, restrictions due to quarantines, severe and unforeseeable market shortage, or any other causes beyond the control of such Party that arise without the fault or negligence of such Party so long as such Party has exercised its best efforts to avoid such causes.

- 1.7. **“Intellectual Property Rights”** means patents, copyrights and related rights, trademarks, trade names, domain names and trade dress and the goodwill associated therewith, know-how, unpatented inventions, invention disclosures whether or not reduced to tangible form, trade secrets and other intellectual property rights of whatever nature, regardless of whether or not each of the above is patentable, copyrightable or protectable, and regardless of whether or not each of the above has been registered as a patent, copyright, trademark or protected in any other form, and regardless of whether or not each of the above constitutes a commercial or professional secret, and including all applications and rights to apply for such rights and/or similar or equivalent rights or forms of protection subsisting now or in the future, worldwide.
- 1.8. **“License(s)”** means a license to the Cyberbit Cloud granted to the User in accordance with and subject to Terms of Use, and as Purchased by the Customer under the terms of the respective Purchase Order.
- 1.9. **“Maintenance and Support”** shall have the meaning ascribed to it in the section titled “Maintenance and Support” below.
- 1.10. **“Party”** means each of Cyberbit and the Customer, and **“Parties”** means both Cyberbit and the Customer.
- 1.11. **“Person”** means any individual, firm, corporation (including non-profit corporation), partnership, company, estate, unincorporated organization, limited liability company, division, trust, joint venture, association, government, governmental entity or agency, or other entity or organization.
- 1.12. **“Product(s)”** means Cyberbit Cloud according to the configuration and with the features and limitations detailed in the respective Purchase Order and as further detailed in the section titled “Purchase Orders”.
- 1.13. **“Purchase Order”** means an applicable agreement, sales order or purchase order between Cyberbit and Customer for Purchasing (inter alia) the Product(s), Services, Maintenance and Support, as further detailed in the section titled “Purchase Orders” below.
- 1.14. **“Proposal”** means a quote, offer or proposal by Cyberbit offering a potential Customer to Purchase the Product(s), Services, Maintenance and Support, according to the prices, terms and conditions detailed therein, and as further detailed in the section titled “Proposals” below.
- 1.15. **“Purchase(d)”** or **“Sell”** means to acquire or sell, respectively, a license to use the Product(s) or Services under these Terms and a binding Purchase Order. In no event shall the term “Purchase” or “Sell” be construed as a transfer or assignment of any of Cyberbit’s Intellectual Property Rights to Customer.
- 1.16. **“Services”** means the Cyberbit Cloud software-as-a-service offerings and Documentation, whether made available through www.cyberbitrange or in any other way, including any Third-Party Software. If Customer Purchased a remote “Train the Trainer” course or remote instructor or other similar service, then those are also included in the definition of Services.
- 1.17. **“Terms of Use”** means the terms of use attached hereto as Exhibit C.
- 1.18. **“User”** means either: (i) one specific individual that is authorized by a Customer to Use the Services under the License granted to such Customer, regardless of whether or not the individual is actively using or accessing the Services at any given time; or (ii) a “Trainee” or a “One Time Trainee” which is an individual who has been granted access to the Services by Cyberbit; or (iii) an administrator or manager on behalf of the Customer.

2. Proposals and Purchase Orders

- 2.1. **Proposals.** Cyberbit’s Proposals are non-binding to Cyberbit unless a Purchase Order has been entered into between Cyberbit and Customer referencing such Proposal. Cyberbit’s Proposals shall be effective only during the term specified therein and if no term is specified, then during (30) days from the date of the Proposal. Cyberbit may withdraw a Proposal at any time unless a Purchase Order

referencing or incorporating such Proposal has been entered into.

- 2.2. Purchase Orders. Purchase of Licenses to the Products and/or Services and/or Maintenance and Support shall be made through written and signed Purchase Order(s) in Cyberbit's standard format, or another agreed upon format between Customer and Cyberbit. Each Purchase Order shall specify, inter alia, the scope of respective License, the term of such License, the territory in which the License may be used and the applicable prices and payment terms. To the extent those details are not specified in the Purchase Order, then the corresponding details in Cyberbit's Proposal to the Customer shall apply. Unless otherwise specifically indicated in a Purchase Order, upon Cyberbit's written approval of the Purchase Order and / or both Cyberbit's and Customer's written signatures on the Purchase Order, the Purchase Order shall be effective. An effective Purchase Order cannot be changed without the written agreement of both parties.

3. Prices and Payment Terms

- 3.1. Unless otherwise specifically agreed in a Purchase Order, Customer shall pay Cyberbit the total Purchase Order price within thirty (30) days following the effective date of the Purchase Order.
- 3.2. All payments shall be made in USD to Cyberbit's designated bank account, as instructed by Cyberbit. Interest will accrue on all late payments, at the rate of one and a half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is lower, from the date the payment is due until payment is made in full. In addition, Customer shall pay all expenses incurred by Cyberbit, including but not limited to legal fees and expenses and exchange rate losses in connection with collection of any late payments.
- 3.3. All prices and consideration in any Proposal or Purchase Order are exclusive of any direct or indirect taxes, levies, customs, duties value added tax, levies fees and/or any other payment imposed in any jurisdiction whatsoever ("**Taxes**"). All Taxes (other than taxes based upon Cyberbit's net income, when and if imposed, shall be paid, and borne exclusively by the Customer and all payments to Cyberbit under the Purchase Order shall be made without any deductions or withholdings.
- 3.4. If Customer defaults in making any payment under the Purchase Order, after Customer's failure to cure such default within five (5) business days' of receipt of written notice thereof, Cyberbit may suspend or withhold the delivery or provision of any Product and/or License and/or Service under the Purchase Order, or the performance of any other obligations of Cyberbit under the Purchase Order. Any continuation of discontinued activity shall not constitute a waiver of such default.
- 3.5. Customer shall not offset, withhold, or reduce any payment(s) due by it to Cyberbit. Customer's payment obligations are a covenant of the Customer which is independent of other covenants in these Terms.

4. Licenses

All Licenses to the Cyberbit Cloud are subject to the Terms of Use, which are attached as Exhibit C hereto as an integral part of this Agreement and shall apply notwithstanding any other provisions to the contrary in any Purchase Order.

5. Representations and Warranties

Each Party hereby undertakes represents and warrants to the other Party, as follows: (i) Neither the execution nor performance of this Agreement or of the Purchase Order will violate any applicable law nor will it conflict with or constitute a default under any license, permit, contract, agreement or commitment to which it is a Party or by which it is bound; (ii) It is a corporation duly organized and validly existing under its place of incorporation, and it has all requisite power and authority to enter into this Agreement and the Purchase Order and to carry out the transactions contemplated thereby; and (iii) All proceedings required to be taken by it to authorize the execution and performance by it of the Purchase Order have been properly taken, and this Agreement and the Purchase Order constitutes its valid and binding obligation, enforceable against it in accordance with its terms.

6. Intellectual Property and Confidentiality

- 6.1. Ownership. The Products, Services(s), and Documentation are protected under applicable copyright, trademark, trade secret and patent laws. The Products, Services and Documentation, including all Intellectual Property Rights therein or thereto, shall at all times remain the sole and exclusive property of Cyberbit and its Affiliates and respective licensors. Nothing in the Purchase Order or these Terms shall constitute or be considered as constituting a transfer or sale or any similar action of any of Cyberbit's Intellectual Property Rights or any part thereof. All rights in and to Cyberbit's Intellectual Property Rights not explicitly granted to You under these Terms are expressly owned by Cyberbit, its Affiliates and licensors, and You shall not have any rights in or to Cyberbit's Intellectual Property Rights or otherwise, except as explicitly permitted in these Terms.
- 6.2. Infringement Mitigation. If any Product or Service become, or in Cyberbit's reasonable judgment are likely to become, the subject of a claim of patent or copyright infringement or violation of a third party's intellectual property rights or if Cyberbit settles a claim of infringement or violation, Cyberbit may at its sole option and discretion: (i) replace or modify the Product and/or Service to make it non-infringing; or (ii) terminate the Purchase Order and return any consideration actually paid to Cyberbit on a pro-rata basis.
- 6.3. Proprietary Notices. Customer must reproduce and include the copyright notice and any other notices that appear in or on the Products. Customer will not and will not direct nor allow any third party to remove any copyright or other proprietary notices from the Products.
- 6.4. Confidential Information. The Receiving Party will protect all the Confidential Information of the Disclosing Party in strict confidence and take all reasonable precautions to protect the Confidential Information, using at least those precautions it uses to protect its own Confidential Information, but no less than a reasonable standard of care. Receiving Party further agrees not to disclose the Confidential Information of the Disclosing Party to any third party, except as expressly permitted by Disclosing Party in a document in writing duly signed an authorized representative of Disclosing Party. Receiving Party shall use the Confidential Information of the Disclosing Party solely to the extent needed for exercising its rights hereunder in accordance with this Agreement and in no other manner. Receiving Party may disclose the Confidential Information of the Disclosing Party to its or its Affiliates' Trainees or employees, on a need-to-know basis, provided each such Trainee or employee is bound by written confidentiality obligations at least as restrictive as those under this Agreement and provided that Receiving Party is solely and fully responsible for all liability related to any breach of confidentiality by any such Trainee or employee. Receiving Party shall promptly notify Disclosing Party if it becomes aware of any infringement of these confidentiality obligations or unauthorized disclosure of the Confidential Information of the Disclosing Party.
- 6.5. Remedies. Receiving Party acknowledges that the unauthorized disclosure of Disclosing Party's Confidential Information or interference with Disclosing Party's Intellectual Property Rights would cause irreparable harm and significant injury to Disclosing Party, its licensors and Affiliates (if applicable), which would be difficult to ascertain. Accordingly, Receiving Party agrees that Disclosing Party, its licensors and Affiliates (if applicable) shall be entitled to equitable relief, including injunctive relief, without the posting of any bond, in addition to all other remedies provided under this Agreement or available at law. Furthermore, Receiving Party shall indemnify Disclosing Party, its licensors and Affiliates (if applicable) against any loss and expense arising due to such unauthorized disclosure of Disclosing Party's Confidential Information or infringement of Disclosing Party's Intellectual Property Rights.

7. Limitation of Liability

- 7.1. IN NO EVENT SHALL CYBERBIT, ITS LICENSORS AND/OR AFFILIATES AND ANYONE ON THEIR BEHALF BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL (EXCEPT FOR DAMAGES RELATING TO DEATH OR PERSONAL INJURY IN JURISDICTIONS WHERE SUCH DAMAGES MAY NOT BE DISCLAIMED AS A MATTER OF LAW), PUNITIVE, EXEMPLARY OR RELIANCE DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, LOSS OF REVENUE, LOSS OF BUSINESS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR LOSS OF USE OR DATA) RELATING TO OR ARISING OUT OF THE PRODUCT(S) AND/OR SERVICES AND/OR MAINTENANCE AND SUPPORT AND/OR THE PURCHASE ORDER AND/OR THESE TERMS, HOWEVER CAUSED, AND WHETHER

BASED ON CONTRACT, TORT, EQUITY OR ANY OTHER THEORY OF LIABILITY WHATSOEVER, EVEN IF CYBERBIT WAS NOTIFIED OR OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES.

- 7.2. THE TOTAL AND AGGREGATE LIABILITY OF CYBERBIT, ITS LICENSORS AND AFFILIATES AND ANYONE ON THEIR BEHALF FOR ANY AND ALL CLAIMS RELATED TO THE PURCHASE ORDER OR THESE TERMS REGARDLESS OF THE CAUSE OF ACTION (WHETHER BASED ON CONTRACT, TORT, EQUITY OR ANY OTHER THEORY OF LIABILITY WHATSOEVER), SHALL NOT EXCEED AN AMOUNT GREATER THAN ANY CONSIDERATION ACTUALLY PAID TO CYBERBIT DURING THE PRIOR YEAR FOR THE SPECIFIC PRODUCTS OR SERVICES GIVING RISE TO A CLAIM AGAINST CYBERBIT REGARDLESS OF ANY AMOUNTS ACTUALLY PAID TO CYBERBIT.
- 7.3. EACH AND EVERY TERM HEREIN IS SUPPORTED BY SUFFICIENT CONSIDERATION IN LIGHT OF CUSTOMER'S BENEFITS FROM THESE TERMS AND CYBERBIT'S BENEFITS FROM THESE TERMS. CUSTOMER RECOGNIZES AND AGREES THAT THE WARRANTY DISCLAIMERS AND LIABILITY AND REMEDY LIMITATIONS IN THESE TERMS, INCLUDING WITHOUT LIMITATION IN THIS LIMITATION OF LIABILITY SECTION HAVE BEEN BARGAINED FOR AND FORM THE BASIS OF THESE TERMS AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING ANY AMOUNTS TO BE PAID TO CYBERBIT. THE LIMITATIONS CONTAINED IN THIS LIMITATION OF LIABILITY SECTION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE AND/OR ANY OTHER REMEDY PROVIDED UNDER ANY TERM OF THE PURCHASE ORDER OR THESE TERMS.

8. Export Control

- 8.1. Export Control Laws. Customer acknowledges that the Products, Services, and any use thereof may be subject to applicable export control and trade laws and regulations, including of the United States and Israel ("**Export Control Laws**"). Customer will not Use, convey, export, or re-export, either directly or indirectly, the Services or the Products, or any part thereof by any way or to any destination restricted or prohibited by Export Control Laws, without first obtaining any and all necessary licenses from the government of the United States or Israel or any other applicable country that imposes Export Control Laws.
- 8.2. Prohibited Persons. Customer represents and warrants that it is not an individual or an entity which is: (i) located in, under the control of, or a national or resident of Cuba, North Korea, Iran, Syria, Lebanon or Sudan or such other countries as may be additionally designated from time to time by the applicable governments where Cyberbit is incorporated; or (ii) listed under the United States Treasury Department's Office of Foreign Asset Control list of "specially designated nationals and blocked persons," the United States Commerce Department's "denied parties list", the United States Commerce Department's "BIS Entity List" or such other applicable lists. Customer undertakes not to provide access to the Services or the Products to any User or Person embargoed or sanctioned by the government of the United States or any Person which resides in Iran, Syria, or Lebanon.
- 8.3. Aggregated and anonymized data. Cyberbit may, by itself or by using its sub-processors, create aggregated or anonymized data from personal information provided by You or collected by Cyberbit in connection with Your Use of the Services. Any such collection shall be made according to the Privacy Policy and shall be used only for improving the Product and/or Services and/or the User's experience and for statistical and analytical purposes. For the avoidance of doubt, Cyberbit will own all Intellectual Property in and to such data and all data and information derived therefrom.

9. Term and Termination

- 9.1. The term of this Agreement ("**Agreement Term**") shall commence on the date it is signed by both Parties hereto and unless sooner terminated, shall continue to be in full force and effect for a period of 24 months thereafter. The Agreement Term shall be automatically renewed for up to 2 periods of 12 months each, unless 30 days before the renewal date, one Party notifies the other in writing, it does not wish to renew the Agreement Term.

- 9.2. The term of the Purchase Order shall commence on its effective date and unless sooner terminated, shall expire at the end of the Term of the respective License Purchased under the Purchase Order.
- 9.3. Termination. Each Party may terminate the Purchase Order and/or this Agreement upon the breach by the other Party of any of the provisions hereof or the breach of the applicable Purchase Order, or Terms of Use, which is not cured within thirty (30) days from the prior written notice by the non-breaching Party to the other Party. Cyberbit may also immediately terminate the Purchase Order and/or the Master Purchase Agreement if Cyberbit, in its sole and absolute discretion, determines that Customer's use of a Product might give rise to a continuing breach of this Agreement or a third-party claim against Cyberbit.
- 9.4. In addition, each Party may terminate the Purchase Order and/or this Agreement with immediate effect upon the occurrence of any one of the following events: (i) a receiver, trustee, or liquidator of the other Party is appointed for any of its properties or assets; (ii) the other Party admits in writing its inability to pay its debts as they mature; (iii) the other Party makes a general assignment for the benefit of creditors; (iv) the other Party is adjudicated as bankrupt or insolvent; (v) a petition for the reorganization of the other Party or an arrangement with its creditors, or readjustment of its debts, or its dissolution or liquidation is filed under any law or statute; (vi) the other Party ceases its business activities, commences dissolution or liquidation.
- 9.5. Termination of the Purchase Order shall automatically cause the termination of any License Purchased under the Purchase Order and termination of all other applicable agreements referenced herein or otherwise attached to the Purchase Order, including without limitation the Terms of Use, other than provisions which survive termination according to the terms of the forgoing agreements. Upon termination, Customer shall, and shall instruct the User(s) to (i) cease all use of the applicable terminated Product(s) and Services; (ii) return all deliverables and Documentation provided to Customer in connection with the Purchase Order; (iii) erase/delete the terminated Product(s) and any related Confidential Information held by it in electronic form; and (iv) certify to Cyberbit its compliance with the foregoing terms. Within 14 days of termination of the Purchase Order, Customer shall pay Cyberbit the total Purchase Order price minus amounts previously paid by the Customer to Cyberbit, under the Purchase Order. Termination shall not derogate from the rights and remedies of Cyberbit, under contract or applicable law.
- 9.6. The following provisions shall survive termination of these Terms: Definitions, Representations and Warranties, Intellectual Property and Confidentiality, Limitation of Liability, Export Control, Term and Termination, Governing Law and Jurisdiction, Force Majeure and Miscellaneous.

10. Governing Law and Jurisdiction

- 10.1. The substantive laws of the State of New York shall govern these Terms and the Purchase Order as though these Terms and the Purchase Order were entered into, and was to be entirely performed within, the State of New York. All claims or disputes arising out of or in connection with these Terms and the Purchase Order shall be heard exclusively by any of the federal or state court(s) of competent jurisdiction located in the Borough of Manhattan, New York City, NY, USA. To that end, each Party irrevocably consents to the exclusive jurisdiction of, and venue in, such court(s), and waives any (i) objection it may have to any proceedings brought in any such court, (ii) claim that the proceedings have been brought in an inconvenient forum, and (iii) right to object (with respect to such proceedings) that such court does not have jurisdiction over such Party. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THESE TERMS AND THE PURCHASE ORDER.
- 10.2. UCITA. These Terms and the Purchase Order will not be governed by the United Nations Convention on Contracts for the International Sales of Goods, the application of which is expressly excluded nor will it be governed by the Uniform Computer Information Transactions Act (UCITA) as adopted by any state.

11. Force Majeure

- 11.1. Neither Party shall be responsible or liable for any delay or failure in performance under these Terms and the Purchase Order arising as a result of an occurrence of a Force Majeure *provided however* that the provisions of this Force Majeure Section shall not be construed as relieving either Party from its obligation to pay any sums or consideration due the other Party.
- 11.2. The delayed Party shall send written notice of the delay and the reason thereof to the other Party as soon as possible after the occurrence of the Force Majeure and the time for performance of both Party's obligations hereunder shall automatically be extended for a period equal to the duration of any such delay.
- 11.3. In the event that performance cannot be restored within a mutually agreeable time frame, then either Party may terminate these Terms and the Purchase Order without further liability of one Party to the other for damages on account of such termination by providing the other Party a ninety (90) day prior written notice.

12. Miscellaneous

- 12.1. All notices, requests, demands, and other communications under the Purchase Order, shall be in writing and sent to the Customer contact details in the Purchase Order or to Cyberbit's contact details below and shall be deemed to have been duly given if sent by facsimile or electronic mail within 2 days after transmission (subject to a receipt of confirmation of the transmission) or if mailed by registered mail prepaid, within ten (10) days from the date they were mailed. Notices should be sent to sales@cyberbit.com with copy to legal@cyberbit.com.
- 12.2. A Purchase Order may either be acknowledged in writing or signed by both Cyberbit and Customer. If a Purchase Order is executed in counterparts, then each counterpart shall be deemed an original, but all of which together shall be deemed to be one and same agreement. A signed copy of the Purchase Order delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of the Purchase Order.
- 12.3. The Purchase Order, these Terms, and any Terms of Use, are intended to be the sole and exclusive agreement between the parties regarding the transaction with Customer under the Purchase Order and shall supersede all previous representations, understandings, negotiations, and proposals in relation thereto including any Proposals. In the event of any conflict between any of the foregoing documents the following order of precedence shall apply:

First: the Purchase Order; Second: Terms of Use; Third: these Terms;
- 12.4. If any provision of these Terms is held to be invalid or unenforceable by a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible so as to affect the original intent of these Terms, and the remainder of the provisions of these Terms shall remain in full force and effect.
- 12.5. Customer may not assign its rights or obligations under the Purchase Order and these Terms without the prior consent of Cyberbit in a document physically signed by both Party's authorized representatives. Cyberbit may assign the Purchase Order and these Terms to a successor corporation resulting from its merger or acquisition, or to its Affiliate, by written notification to Customer.
- 12.6. The failure of either Party to demand execution of any of any provision under these Terms, or the waiver by either Party of any breach under these Terms shall not prevent a subsequent enforcement of such terms, nor be deemed a waiver of any subsequent breach.

Last updated January 11, 2023

Exhibit B: Form of Sales Order

Cyberbit Cloud Sales Order No. _____

This Cyberbit Cloud Sales Order (“**Sales Order**”) is between **Cyberbit, Inc.**, a Delaware Corporation with an office at 71 Commercial St. #267, Boston, MA 02109 (“**Cyberbit**”), and the Customer, whose details are listed below.

1. The Master Purchase Agreement entered into by the Parties on _____, including without limitation the Terms of Use and referenced therein, are incorporated into this Sales Order as an integral part thereof. Capitalized terms not defined herein shall have the meanings ascribed to them in the Master Purchase Agreement and Terms of Use.
2. Customer is and shall be deemed for all purposes hereof, including without limitation the Terms of Use, a User of the Cyberbit Cloud.
3. Subject to the full payment by Customer to Cyberbit of the Total Price detailed below, and to Customer’s compliance with all the terms and conditions hereof, Customer hereby Purchases from Cyberbit a License to the Cyberbit Cloud in accordance with the limitations and License Metrics detailed in the table below.

<u>Customer Details and Contact Information</u>	
Effective Date of Sales Order	_____
Name of Customer	_____
Registered Office Address	_____
Billing Address	<i>Fill in only if different than the Registered Address</i>
Customer’s Point of Contact	Name: _____ Title: _____ Email: _____ Phone Number: _____

<u>Ordered Items</u>						
Item	SKU	Description	Quantity	License Term	Unit Price in US\$	Line Item Price in US\$

Total Price			US\$ _____			

<u>License Term</u>
Subscription License for a total of _____ months (“License Term”) commencing from the Effective Date of this Sales Order (“License Commencement Date”). If the License Term is for a period which is longer than 12 months, then a “License Year” shall mean a 12 months’ period commencing on the License Commencement Date and ending 12 months thereafter, and each consecutive 12 months period, until the end of the License Term.
<u>Territory for Use of the License</u>

<u>Payment Terms</u>
The Total Price will be paid by Customer to Cyberbit 30 days from the Effective Date of this Sales Order.
<u>Additional Terms</u>
1. Unless otherwise requested by Customer, Cyberbit and/or its Affiliates may reference Customer’s name and use Customer’s logo and trademarks as well as indicate that the Customer is Cyberbit’s customer in their business development and marketing efforts and materials (both printed and online), including without limitation Cyberbit’s website. 2. The Parties agree that at the expiry of the License Term or any subsequent renewed term, this Sales Order shall be automatically renewed for further additional terms of 12 months each, according to the prices above (which are applicable to the last 12 months period of the License Term) plus a 7.5% increase, and further according to all other terms and conditions contained in this Sales Order, provided however, that each Party shall have the right to notify the other Party, at least 60 days prior to the expiry of the License Term or any subsequent renewed term, that it does not wish to renew this Sales Order.

This Sales Order shall not be binding unless signed by both Cyberbit and Customer or referenced in a binding Purchase Order without being signed.

For and on behalf of Cyberbit, Inc.

For and on behalf of Customer

Signature(s): _____

Signature(s): _____

Name(s): _____

Name(s): _____

Title(s): _____

Title(s): _____

Exhibit C – Terms of Use

This Terms of Use Agreement (this “Agreement”) is between You and Cyberbit with respect to any Services You access or Use. All capitalized terms are defined below or in the Master Purchase Agreement which this Terms are an Exhibit of.

1. Definitions

1.1. “Catalog” means the platform available at www.cyberbitrange.com, through which Services are provided, Exercises and their respective details are displayed, and through which Sessions may be reserved, cancelled and Used.

1.2. “Exercise” means any exercise that is or may be conducted by a User, Using the Services.

1.3. “Permitted Purpose” means only one or more of the following: training purpose, educational purpose, skill assessment and skill development purpose.

1.4. “Session” means a single training session, in which You may perform an Exercise Using the Services.

1.5. “Software” means the Product software through which the Services are provided whether in object, source or executable form including any updates and new versions of the software and related Documentation.

1.6. “Term” means the period of time during which the License for the Services is effective, as specified in the applicable Purchase Order. If a specific Term is not specified in the Purchase Order, then the Term shall be 12 months from the effective date of the Purchase Order.

1.7. “Territory” means the territory detailed in the Purchase Order and in which the Services may be Used.

1.8. “Use” means use of the Services by You. Each instance of the Services being accessed by a User is considered a Use.

1.9. “You” means the Customer and/or an entity on whose behalf an individual is acting, and/or a User, as the case may be.

1.10. “Your” means belonging to or associated with You.

2. LICENSE

2.1. License. Subject to the terms and conditions of this Agreement, the entering into of a Purchase Order between You and Cyberbit and full payment of the price specified in such Purchase Order, Cyberbit hereby grants You, during the Term, a non-exclusive, non-transferable, non-assignable, non- sublicensable, revocable subscription license, within the limitations of the Territory and the License Metrics detailed in the Purchase Order to: (i) Use the Services in case of a User, and to enable its Users to Use the Services, in case of a Customer; and (ii) Use the Documentation in connection with the Use of the Services. The License may only be Used for the Permitted Purpose. The Customer shall not grant its respective Users a right to Use the Services which is beyond the License Metrics, Term and Territory of Customer’s License.

2.2. Username and Password. The Services may be Used by Users who access the Services through their Username (typically User’s email address) and their Password which is created through the Catalog (“Username” and “Password” respectively).

2.3. Customer’s Responsibility. Customer will be responsible for the compliance of its respective Users with the applicable provisions of this Agreement.

2.4. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NO

OTHER LICENSE IS GRANTED UNDER THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED AND THIS AGREEMENT EXPRESSLY EXCLUDES ANY RIGHT TO USE OR ACCESS SERVICES THAT WERE NOT ACQUIRED LAWFULLY OR ACCESSED IN AN ILLEGITIMATE OR UNAUTHORIZED MANNER.

2.5. License Metrics

2.5.1 License Metrics based on Named Users: If Customer Purchased a License with a limitation on the number of Named Users, then the following License Metrics shall apply:

(i) The number of Users which the Customer may enable to Use the Services on Customer's behalf is limited to the number of named users Purchased by the Customer in the Purchase Order ("Named User"). A Named User refers to a specific individual Using the Services, and not to any User who is using the Services. Therefore, the total number of Named Users Using the Services, is the total number of individuals which were, are or will be Using the Services. It is Customer's responsibility and liability to ensure that the number of Named Users does not exceed the number Purchased in the Purchase Order and that only one individual is counted as a Named User. Each Named User shall be subject to all of terms and conditions of the Agreement which apply to a User.

(ii) After Customer designates its Users, it will not be able to change them other than in case of manpower turnover, and up to a total of 20% of the Users. In any event, the total number of Named Users shall not exceed the number ordered in the Purchase Order.

(iii) Each Exercise and/or Lab may be Used by a Named User only up to three times.

3.5.2. License Metrics based on number of Training Days, Exercises, Labs, Crisis Simulation exercises (each shall be referred to hereinafter as a "Unit"): If Customer Purchased the Services with a limitation on the number of Units, then the following License Metrics shall apply:

(i) Customer may Use (or may enable its Users to Use) only the number of Units which Customer Purchased in the Purchase Order.

(ii) A Training Day shall include a maximum of 9 hours (from 9:00 AM to 18:00 PM – local time). A Training Day in which less than 9 hours are utilized, shall count as an entire Training Day.

(iii) During a Training Day, only one Exercise may be conducted simultaneously, provided however, that the number of Labs which may be conducted simultaneously is equal to the number of Users. If during a Training Day, Customer orders more than one Exercise concurrently – then each such Exercise shall be counted as a separate Training Day.

(iv) The number of Users participating in a Unit simultaneously shall be limited to the number detailed in Cyberbit's quote / proposal / Purchase Order and if no such number is specified, then the number of Users shall be limited to 10, other than with respect to Labs in which only one User may participate.

3.5.3. Other. If other specific License Metrics are detailed in the Purchase Order, then those specific License Metrics shall apply to the License.

2.6. Changes. Cyberbit reserves the right at any time to amend, revise, update the Services or discontinue certain Exercises available through the Product.

2.7. Feedback. From time to time, Customer or its Users may submit to Cyberbit comments, questions, enhancement requests, suggestions, ideas, corrections, process descriptions or other information related to the Product and/or Services ("Feedback"). Customer and Users hereby grant Cyberbit and its Affiliates a worldwide, perpetual, irrevocable, royalty-free, fully paid-up license to use and exploit the Feedback, including without limitation all rights to use and incorporate the Feedback into the Product and Services without restriction or payment to Customer or Users.

2.8. User shall be responsible for the following Pre-Requisites:

2.8.1. Bandwidth: Each remote session requires 1.5Mbps of line bandwidth. 5* Bandwidth represents the download speed in the trainee's/trainer's computer.

2.8.2. Latency: 100ms or less latency between the Customer's site and the Cyberbit Cloud server.

2.8.3. Stability: The line must be stable. A maximum of 5% packet loss is allowed, however it may impact the user's experience.

To the extent these Pre-Requisites are not met, or delayed, then the Services will not be able to function properly.

3. EVALUATION LICENSE

3.1. Evaluation License. If the Services are provided to You for evaluation purposes, or as an experience class, workshop, proof of concept, proof of value, or any other similar activity, then Cyberbit hereby grants You a non-exclusive, non-transferable, non-assignable, non- sublicensable, revocable license, to use the Services solely for internal evaluation within the Permitted Purpose ("Evaluation License"). The Evaluation License shall terminate and thus be revoked upon the later of: (i) the end of the evaluation period, to the extent such period is specified in an evaluation agreement or evaluation form signed in connection with the Evaluation License, or; (ii) the end of the experience class, workshop or proof of concept, in the event that this is the evaluation activity which is performed; or (iii) if no such period was pre-agreed, thirty (30) days from the date on which Cyberbit granted You the right to Use the Services ("Evaluation Period"). Cyberbit may terminate and revoke the Evaluation License at any time by written notice of immediate effect and in such a case the Evaluation Period shall end immediately. The Services may contain an automatic disabling mechanism that prevents its Use after a certain period of time. The provisions of the section titled "Consequences of Termination or Expiration" shall apply upon expiration or termination of the Evaluation Period. All other terms and conditions of this Agreement shall apply to Your evaluation of the Services, unless otherwise specifically stated herein or in the evaluation agreement or form.

3.2. Evaluation License Indemnification. You will defend, indemnify and hold Cyberbit, its Affiliates and Licensors harmless from any and all claims, damages, and losses, whether direct, indirect, or consequential, including all legal fees and expenses, arising from or in connection to claims brought by any third party relating to Your use of the Software pursuant to the Evaluation License.

4. SUPPORT SERVICE TERMS

4.1. Maintenance & Support Services. Maintenance and support services for Customers which purchased a License to use the Product will be provided in accordance with and subject to Cyberbit's Service Level Agreement, attached hereto as Appendix A, as may be amended from time to time, and available at <https://www.cyberbit.com/legal> ("SLA").

4.2. Users' Support. Support for Users shall be provided directly through their respective Customer administrator.

4.3. The price of subscription Licenses includes Maintenance and Support for the term of the License, which is defined in the Purchase Order. For the avoidance of doubt, it is hereby clarified that if the License is not a subscription License, then the period for providing Maintenance and Support shall be as defined in the Purchase Order rather than the term of the License.

5. USE RESTRICTIONS

5.1. Prohibited Activities. You will not, nor will you direct or allow any third party to: (i) sell, transfer, publicly display, assign, rent, lease, distribute, loan, export, or sublicense the Services to any Person, provided however, Customer will be entitled to grant its Users the right to Use the Services under the terms of this Agreement; (ii) decipher, reverse translate, decompile, disassemble or otherwise reverse engineer the Services or the Software or attempt to reconstruct or discover any source code or underlying ideas or algorithms or file formats or programming or interoperability interfaces of the Software or Services by any means whatsoever or otherwise reduce the Software into human-readable form; (iii) develop any products, modules, add-ons or other

applications, features or functionality based upon, derivative from or otherwise utilizing the Services via any means or otherwise create copies or reproductions of the Software or Services or Documentation; (iv) use the Services to store or transmit offensive, obscene, infringing, defamatory, threatening, libelous, abusive, or otherwise unlawful or tortuous information or material or to store or transmit information or material in violation of third party privacy rights or intellectual property rights; (v) breach the security of the Services or Software or perform any form of scanning, scraping, probing, robotic navigating, bulk extracting or hacking of the Services; (vi) interfere with, circumvent, manipulate, impair or disrupt the operation, or the functionality of the Software or Services or any copyright protection mechanism or copy protection software contained in or related to the Services or Software or work around or circumvent any technical limitations in the Services; (vii) enable, or attempt to enable, features or functionalities of the Services that are otherwise disabled, inaccessible or undocumented in the Documentation; (viii) create data or executable programs which imitate data or functionality of the Services or the Software (ix) use the Services beyond the License Metrics or outside the Permitted Purpose; (x) incorporate any virus or harmful code in the Services, including without limitation any trojans or other material which is malicious or technologically harmful; (xi) attempt to gain unauthorized access to the Services, the servers on which Cyberbit's sites are stored or any server, computer or database connected to the Services; (xii) attack the Software or Services in any way whatsoever; (xiii) take any action that would, or that would be reasonably likely to, subject the Software to any freeware, open source or similar licensing or distribution models, including through linking to or calling to the Product; (xiv) publicly disseminate performance information or analysis about the Services, including, without limitation, benchmarking test results, answers on how to complete the Exercises or about intellectual property contained in the Services or Software; (xv) connect the simulated environment provided in the scope of the Services to an external network or environment; or (xvi) use or exploit the attacks or attack tools of whatever kind provided within the Services for any purpose other than Using the Services for the Permitted Purpose.

5.2. Compliance with Laws. You represent and warrant to Cyberbit that You will not Use or allow the Use of the Services or Product or any portion thereof for malicious or illegal purposes, or otherwise in violation of applicable laws or regulations (including without limitation Export Control and Privacy Laws, as defined below).

5.3. Indemnification. You will indemnify and hold Cyberbit harmless from and against claims, losses, costs (including reasonable attorneys' fees) or liability arising in connection with Your breach of Your obligations, representations and warranties in this License and Use Restrictions Section.

5.4. U.S. Government Rights. Any use, modification, reproduction release, performance, display or disclosure of the Software and Documentation by the U.S. Government shall be solely in accordance with the terms of this Agreement. The Software and Documentation are "commercial computer software" or "commercial computer software documentation" as defined in FAR 2.101 and FAR 12.212 and they are provided only with the rights under this Agreement and with no other or additional rights under the FARs or DFARs.

6. YOUR USERNAME AND PASSWORD

6.1. Rules pertaining to Username and Password. Each Username and Password is personal and may only be Used by the specific individual which was granted the License to Use the Services and created the Password. You will keep Your Username and Password confidential and shall not share them or transfer them to anyone else. You will log out from your account each time You finish Using the Services. You will not: (i) create an account for anyone other than yourself; or (ii) create an account with an email address which is not yours. You will be responsible for all liabilities incurred through use (authorized or unauthorized) of Your Username or Password, by You or by any third party and for breach of the security of your Username and Password.

6.2. Unauthorized Use. In the event of: (i) any unauthorized use of your Username or Password; (ii) a suspicion that anyone other than You knows Your Password; or (iii) any other breach of security, You should promptly notify your Customer administrator- if You are a User, or open a ticket according to the instructions in the Section titled "Support Service Terms" – if You are a Customer.

6.3. Breach of Obligations. Breach of Your obligations under this Section is cause for immediate blocking or suspension of Your access to the Services, the Catalog and the Product, and termination of this Agreement and the Purchase Order at Cyberbit's sole discretion.

6.4. Liability. For the avoidance of any doubt, Customer shall ensure and be liable for User's compliance with the provisions of this Section. CYBERBIT WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM YOUR FAILURE TO COMPLY WITH THIS SECTION.

7. DATA SECURITY AND PRIVACY

7.1. Privacy Policy. Personal information provided by You or collected by Cyberbit in connection with the Your Use of the Services will be retained and used in accordance with Cyberbit's Privacy Policy for the Cyberbit Cloud Range available at www.cyberbit.com/legal as may be updated from time to time ("Privacy Policy").

7.2. As between Customer and Cyberbit only, the Data Processing Addendum ("DPA") available at www.cyberbit.com/legal is incorporated by reference into this Agreement if the provision of Services constitutes either: (i) "Processing" by Cyberbit, on Your behalf, of "Personal Data" of "Data Subjects" under the GDPR; or (ii) processing by Cyberbit on your behalf of "Personal Information" of "Consumers" under the CPRA (each term as defined in the DPA).

7.3. The Services analyze and/or access data as described in the Privacy Policy and the Use of the Services may be subject to data protection or privacy laws or regulations in certain jurisdictions ("Privacy Laws"). You are solely responsible for ensuring that Your Use of the Services is in accordance with the Privacy Laws.

7.4. Data Security and Accuracy.

7.4.1. You are responsible for the accuracy of all data entered by You through the Product or Services or provided to Cyberbit in any other way in connection with using the Services. For the avoidance of doubt, You are solely responsible for all content provided, transmitted, maintained, retained, or stored in connection with your Use of the Services.

7.4.2. You hereby grant Cyberbit a non-exclusive, fully paid and royalty-free, transferable, sub-licensable, worldwide license to use and display the information and materials that you provide Cyberbit through the Services as reasonably necessary to provide the Services to You and to the respective Customer which granted You the right of Use, subject to the Privacy Policy.

7.4.3. It is Your obligation to implement and maintain adequate internal security measures in connection with the Use of the Services and to immediately notify Cyberbit if you suspect a breach of your security measures.

7.4.4. You are responsible for configuring your information technology, computer programs and platforms in order to access the Services. You hereby undertake to use at least industry-standard virus protection practices to protect your systems, networks, products and infrastructure against viruses, worms, malware or other similar security threats and to use commercially reasonable efforts to prevent unauthorized access to or use of the Services.

8. WARRANTY DISCLAIMER

8.1. CYBERBIT PROVIDES THE SERVICES AND DOCUMENTATION "AS IS" AND YOUR USE THEREOF IS AT YOUR OWN RISK. CYBERBIT, ITS LICENSORS AND AFFILIATES DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, TO ANY PERSON, WITH RESPECT TO THE PRODUCT AND/OR THE SERVICES AND/OR THE SOFTWARE AND/OR ANY RELATED DOCUMENTATION AND/OR LICENSES AND/OR ANY RESULTS FROM THE USE OF THE SERVICES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE OF THE SERVICES, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND TITLE, SATISFACTORY QUALITY, SUITABILITY, ACCURACY OR COMPLETENESS. CYBERBIT ALSO MAKES NO WARRANTY REGARDING NON-INTERRUPTION OF USE OR FREEDOM FROM BUGS, VIRUSES, NON-INTRUSION DUE TO HACKING OR OTHER SIMILAR MEANS OF UNAUTHORIZED ACCESS OR UNINTERRUPTED OR ERROR-FREE OPERATION OF THE SERVICES.

8.2. YOU AGREE AND ACKNOWLEDGE THAT ANYONE USING OR ACCESSING THE SERVICES IS BEING EXPOSED TO A SIMULATION AND NOT A REAL WORLD SCENARIO AND WILL PLACE NO RELIANCE UPON THE FOREGOING AS ADVICE OR OTHERWISE.

8.3. THE FOREGOING ARE ESSENTIAL TERMS OF THIS AGREEMENT AND, IF ANY OF THESE TERMS ARE CONSTRUED AS UNENFORCEABLE, FAIL IN ESSENTIAL PURPOSE, OR BECOME VOID OR DETRIMENTAL TO CYBERBIT, ITS AFFILIATES, LICENSORS AND SUPPLIERS ,

FOR ANY REASON, THEN ALL RIGHTS TO ACCESS OR USE THE SERVICES SHALL TERMINATE IMMEDIATELY.

8.4. CYBERBIT SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE OF WHATEVER NATURE SUFFERED BY YOU AND ARISING OUT OF, OR IN CONNECTION WITH, ANY ACT, OMISSION, MISREPRESENTATION OR ERROR MADE BY YOU OR ON YOUR BEHALF OR ARISING FROM ANY CAUSE BEYOND CYBERBIT'S CONTROL.

8.5. Inability to Exclude Warranties. If a jurisdiction applicable to this Agreement restricts the exclusion of certain implied warranties, limitations on how long an implied warranty may last, or the exclusion or limitation of incidental, consequential, or special damages: (i) each warranty which cannot be excluded is limited in time to ninety (90) days from the effective date of the respective Purchase Order; and (ii) Cyberbit's total liability for breach of all such warranties are limited as provided in section titled Limitation of Liability below.

8.6. Basis of Bargain. You recognize and agree that the warranty disclaimers and liability and remedy limitations in this Agreement, including without limitation in this Warranty Disclaimer Section have been bargained for and form the basis of this Agreement and that they have been taken into account and reflected in determining any amounts to be paid by Customer under any respective Purchase Order as well as the consideration between the parties related to Your access and/or Use of the Product and/or Services. Regardless of any amounts actually paid to Cyberbit, each and every term of this Agreement is supported by sufficient consideration in light of Your benefits from accessing and/or Using any Product and/or Services and in light of Cyberbit's restrictions on Your access and/or Use of any Product and/or Services.

Appendix A

Cyberbit Cloud Service Level Agreement

This Service Level Agreement (“SLA”) between You and Cyberbit sets forth the terms and conditions of the maintenance and support services to be provided by Cyberbit, Inc. or any of its affiliates (“Cyberbit”; the “Maintenance & Support Services”), for Cyberbit’s Customers who purchased a License to use the Cyberbit Cloud.

The terms and conditions of the Terms of Use to which this SLA is appended (“Terms of Use”) are incorporated herein by reference and shall apply, *mutatis mutandis*, to this SLA.

Capitalized terms that are not defined herein shall have the same meanings ascribed to them in the Terms of Use.

1. Definitions

- 1.1. “Failure” means a reproducible or continuous condition in the Product, which does not result from the Operating Environment (or from any of the circumstances detailed in Section 2.10 below) and which causes the Product not to operate or materially fail to function according to the Product Description (which will be provided to You upon Your request). A Failure is recognized as such only after Cyberbit’s confirmation.
- 1.2. “Fix” means the repair of object or executable code versions of the Product to remedy a Failure including by a Workaround.
- 1.3. “Operating Environment” means the operating system and/or other relevant software other than the Product, required for operating the Product.
- 1.4. “Product Update Release” means a revision or a change to the Product which is made available by Cyberbit as part of the Maintenance & Support Services, and which includes: (i) minor Product performance improvements or enhancements of existing Product features and/or functionality and/or (ii) a Fix(es) meant to address a certain Failure(s).
- 1.5. “Response Time” means the interval between the receipt of a Support Ticket by Cyberbit and the initial response by Cyberbit.
- 1.6. “Scheduled Downtime” means a scheduled downtime for routine maintenance or a Product Update Release.
- 1.7. “Service Hours” means:

For Customers Based in:	Service Hours:
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The Americas	Monday through Friday, 9:00 am to 5:00 pm Eastern Time, not including national holidays in the United States and Israel.
Europe, Middle-East and Africa	Sunday through Thursday, 9:00 am to 5:00 pm Israel time, not including local national holidays and national holidays in Israel.

- 1.8. "Support Chat" means the live chat available by clicking the Support Chat icon within the Product during Support Hours
- 1.9. "Support Term" means the term of the Licenses which You purchased in the applicable Purchase Order.
- 1.10. "Support Ticket" means a request for Maintenance & Support Services opened via Cyberbit's support portal (available at: <https://support.cyberbit.com/portal/en/signin>), by emailing supportcloud@cyberbitsupport.zohodesk.com or as a result of contacting the Support Chat, in accordance with the provisions of this SLA.
- 1.11. "Workaround" means an alternate process/approach/method for achieving a task or goal while bypassing the problem which, in Cyberbit's sole discretion, does not substantially restrict the use of one or more features of the Product.

2. Maintenance & Support Services

- 2.1. Cyberbit shall provide You with Maintenance & Support Services in connection with the Cyberbit Cloud, during the Support Term. The language for all communications related to the Maintenance & Support Services shall be English.
- 2.2. In case of a support issue that is communicated via the Support Chat is not promptly resolved, a Support Ticket for the said issue will be created.
- 2.3. Following the receipt of a Support Ticket, Cyberbit's support team shall confirm that the Support Ticket was received and provide You with a Support Ticket number for reference. Cyberbit's support team may request to provide technical information which is necessary to effectively handle the Support Ticket.
- 2.4. The Support Ticket's severity will be determined by Cyberbit's support team who will assess the severity of the matter for which the Support Ticket was opened based on its impact on the use of the Product. The following table defines the different classification levels:

Severity Level	Description
High Severity	An outage or severe issue in the Product or substantial part thereof.
Medium Severity	An issue that causes only a moderate impact on the use of the Product.
Low Severity	An anomaly in the product that does not substantially restrict the use of one or more features of the Product.

- 2.5. Unless otherwise specifically stated in a Purchase Order, the Response Time to a Support Ticket shall be as follows:

Support Source	Response Time
Support Chat	Within 10 Service Minutes for issues classified as High Severity. Within 1 Service Hour for issues classified as Medium Severity. Within 24 Service Hours for issues classified as Low Severity.
Support Ticket	Within 2 Service Hours for issues classified as High Severity. Within 4 Service Hours for issues classified as Medium Severity. Within 24 Service Hours for issues classified as Low Severity.

- 2.6. Cyberbit will use commercially reasonable efforts to resolving each Medium/High Severity Support Ticket within a reasonable period of time including, without limitation, by providing a reasonable Workaround and/or a software update (which can be provided in the next Product Update Release), and/or a specific action plan for handling the Failure. It is hereby clarified that Cyberbit will determine, in its sole and exclusive discretion, if, how, and when to handle Low Severity Supports Tickets.
- 2.7. Cyberbit may perform the Maintenance & Support Services by any of its Affiliates and authorized subcontractors.
- 2.8. Cyberbit Cloud is provided as a software service solution. Therefore, Cyberbit may make changes that will not materially affect the functionality of the Cyberbit Cloud, at its sole discretion, including procedural and functionality changes, such as updating versions or adding or removing exercises without prior notice. Cyberbit reserves the right to add, amend and discontinue features and modules from time to time.
- 2.9. When needed, Cyberbit will schedule a Scheduled Downtime. Cyberbit will endeavor to schedule Scheduled Downtime outside of peak traffic periods.
- 2.10. Cyberbit guarantees a 99.5% service availability (uptime) to be measured annually, excluding any downtime that (i) lasts less than 15 minutes no more than once per calendar month, (ii) results from a Scheduled Downtime or any other planned downtime, (iii) results from use of the Service in breach of the Terms of Use or (iv) caused by circumstances beyond Cyberbit’s reasonable control, such as (but not limited to) third-party acts, services, or systems not provided by Cyberbit, network outages, power outages, usage surges, usage spikes, virus attacks, denial of service attacks, and the like (the “Uptime Commitment”). If the Uptime Commitment is not met, You will be eligible to receive service credits to be applied as described below (“Service Credits”)
- 2.11. Service Credits are calculated as a percentage of the annual price paid by the Customer for Using the Cyberbit Cloud during the year in which the unavailability occurred as follows: (annual price) x (99.5% – the annual Uptime percentage) (e.g. \$10,000 x (99.5% - 95%) = \$450).
- 2.12. Service Credits are subject to a maximum of 10% of the total price paid by the Customer under the relevant Purchase Order, per the License Year in which the failure occurred. Cyberbit will grant Service Credits only by setting it off from any payments under a renewal of the Purchase Order or the Purchase of an additional License by the Customer within one year after confirmation of the Service Credits by Cyberbit. The Customer must have an active License for Cyberbit Cloud to use a Service Credit. If not applied within that year, the Service Credit will automatically expire. Service Credits will not entitle the Customer to any refund or other payment from Cyberbit. Service Credits may not be transferred or assigned to any third party. The Customer’s sole and exclusive remedy for any unavailability of the Cyberbit Cloud (as guaranteed hereunder) is the receipt of Service Credits (if eligible) in accordance with the terms of this SLA.

3. Miscellaneous

- 3.1. In addition to Maintenance & Support Services, Cyberbit may develop new modules or changes or upgrades to the Product that include substantial performance improvements and/or architectural changes and/or new Product features and/or new functionalities (each, a "Product Upgrade Release"). Cyberbit may offer You to Purchase a Product Upgrade Release (if and when made generally available during the Support Term), in consideration for an additional fee to be determined in accordance with Cyberbit's then applicable price list.
- 3.2. Cyberbit reserves the right in its sole, absolute discretion to discontinue to provide the Maintenance & Support Services upon a One Hundred and Eighty (180) days prior written notice to You. Cyberbit shall either (according to its sole discretion and as Your sole remedy) offer You substantially similar Maintenance & Support Services or refund You (or the Partner from whom You Purchased such Maintenance & Support Services) the respective portion of prepaid fees which were paid to Cyberbit in advance for Maintenance & Support Services which were discontinued.