

Sepio Systems - End User License Agreement

1. Notice to the End User

This is a legal agreement (“**Agreement**”) between you, the “**End User**” and Cyber Sepio Systems Ltd. (“**Sepio**”). By accepting the terms hereunder, the End User acknowledges that it has read this Agreement and agrees to be bound by its terms and conditions. If the End User does not agree to all the terms and conditions of this Agreement, then the End User shall not be entitled to use, and shall not use the Product and no accompanying items (including written materials) may be used. The effective date of this Agreement (“**Effective Date**”) is the first date upon which you, the End User, pay for the License hereunder.

2. Product Definition

The term “**Product**” refers to the various components of Sepio’s security software suite – specifically, Sepio Agent and Sepio HAC-1, both as updated or modified from time to time. The Product provides protection against malicious hardware components (“**Rogue Hardware Elements**”) in the physical wireline Ethernet network and peripheral hardware devices connected to endpoints via Universal Serial Bus (USB). The protection service provided by the Product (the “**Rogue Device Mitigation Service**”) is provided to supported Ethernet Switch devices and to endpoints running one of the supported Operating Systems. Sepio Agent continually protects the endpoints, while Sepio HAC-1 is installed on the End User’s servers. *The failure to maintain continuous execution of Sepio Agent or improper configuration of the Products will prevent protection to the endpoint.* Continuous operation and proper configuration of the Sepio HAC-1 server is required to provide complete protection. The list of supported Ethernet Switch devices will be provided by Sepio upon request of the End User.

3. Intellectual Property Rights Definition

The term “**Intellectual Property Rights**” means all software, updates, modified versions, United States and worldwide trademarks, service marks, trade names, trade dress, logos, copyrights, rights of authorship, inventions, mask work rights, moral rights, patents, rights of inventorship, all applications, registrations and renewals in connection with any of the above, database rights, know-how, trade secrets, rights of publicity, privacy and/or defamation, rights under unfair competition and unfair trade practices laws, and all other intellectual and industrial property rights related thereto.

4. Proprietary; License

4.1. The End User specifically agrees and acknowledges that the Intellectual Property Rights of the Product are owned exclusively by Sepio and/or its affiliates, and that the End User does not, nor will it have by virtue of this Agreement, any claim to the Intellectual Property Rights therein, other than the limited license granted to the End User in Section 4.5 herein. The End User hereby undertakes not to assert, contest or dispute the validity of ownership or Sepio and/or its affiliates and/or rights to any patents, copyright, trademarks, trade names, whether registered or not, or other Intellectual Property Rights, pertaining to the Product.

4.2. The End User is not permitted to (i) copy, modify, decode, reverse engineer, decompile or disassemble the software integrated or used in conjunction with the Product, or (ii) attempt to disable security devices or codes incorporated in the Product, if any, or (iii) copy, modify, translate, or create a derivative work of any of the Product’s documentation or collateral materials.

4.3. The End User acknowledges that Sepio and/or its affiliates are the owners of all right, title and interest in and to the names and certain related designs associated with Sepio’s products and services, including the Product (the “**Trademarks**”), as well as any new or revised names or designs that Sepio may adopt to identify itself or its products and services, including the Product, and the End User shall not adopt or use any of the Trademarks in any manner whatsoever.

4.4. The End User shall not apply for registration of any Trademarks, or for any mark confusingly similar thereto, or any marks which constitute translations thereof.

4.5. Sepio grants to the End User, subject to all the terms and conditions of this Agreement, a limited, non-exclusive, non-transferable, royalty-bearing license (the “**License**”), with no right to sublicense, to use the software integrated or used in conjunction with the Product solely for the purpose of operating the Product for End User’s internal business purposes, for a period of one (1) year from the Effective Date.

4.6. Sepio reserves the right to suspend or terminate the License if the license fees for the Product are not paid as and when required.

4.7. This Agreement will immediately terminate if End User breaches its terms.

5. Limitations of Liability

UNDER NO CIRCUMSTANCE WILL SEPIO BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, TORT OR CONSEQUENTIAL DAMAGES (EXCEPT FOR DAMAGES RELATING TO DEATH OR PERSONAL INJURY IN JURISDICTIONS WHERE SUCH DAMAGES MAY NOT BE DISCLAIMED AS A MATTER OF LAW) OR LOSS OF SAVINGS, REVENUES OR PROFITS, UNDER ANY LEGAL THEORY, SUSTAINED OR INCURRED BY THE END USER IN CONNECTION WITH ANY PRODUCT COVERED HEREBY, WHETHER INVOLVING THE LOSS OF DATA OR OTHERWISE. THIS LIMITATION CANNOT BE WAIVED OR AMENDED BY ANY PERSON AND WILL BE EFFECTIVE EVEN IF END USER OR ITS AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF, OR MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT ANY OF THESE LIMITATIONS ON LIABILITIES ARE NOT PERMITTED, OR ARE EXCLUDED UNDER LAW, THE MAXIMUM LIABILITY OF SEPIO SHALL BE LIMITED TO THE ANNUAL LICENSE FEE PAID BY THE CUSTOMER.

6. LIMITED WARRANTY

SEPIO warrants that (a) the Intellectual Property Rights of the Product ("SOFTWARE") will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days from the date of receipt; and (b) any hardware will be free from defects in materials and workmanship under normal use and service for a period of one (1) year from the date of receipt. Implied warranties on the SOFTWARE and hardware (if any) are limited to ninety (90) days and one (1) year, respectively. Some states do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you.

7. CUSTOMER REMEDIES

SEPIO's entire liability and your exclusive remedy shall be, at SEPIO's option, either (a)

return of the price paid or (b) repair or replacement of the SOFTWARE or hardware that does not meet SEPIO's Limited Warranty and that is returned to SEPIO with a copy of your receipt. This Limited Warranty is void if failure of the SOFTWARE or hardware has resulted from accident, abuse, or misapplication, or if the SOFTWARE is not one of the last four (4) official software releases provided by SEPIO. Any replacement SOFTWARE will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

8. General

This agreement contains the entire agreement and understanding of the parties with respect to its subject matter. No variation to this Agreement shall be effective unless it is in writing and signed by an authorized representative of Sepio. If any portion of this Agreement is found to be void or unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

In the event that the End User agrees to upload to the Sepio Cloud, solely for Sepio's internal use, certain anonymized information (in accordance with the list that appears under the "information" icon below), the End User shall so indicate by checking the appropriate box below.

9. Jurisdiction and Venue

This Agreement has been made in and will be governed exclusively by the applicable jurisdiction, as set out below ("Applicable Jurisdiction"). The End User and Sepio hereby irrevocably consent and submit to the sole and exclusive Applicable Jurisdiction, for all purposes in connection with this Agreement, and waive any defense based upon improper or inconvenient venue or lack of personal jurisdiction.

If Jurisdiction of incorporation of End User is USA: Delaware, USA ("Applicable Jurisdiction")

If Jurisdiction of incorporation of End User is outside of the USA: Tel Aviv, Israel ("Applicable Jurisdiction")