

## **HEXAGATE – TERMS OF USE**

Hexagate offers its customers (“**Customer(s)**”) a solution that secures web3.0 assets and users from theft originating from various threats and risk factors by providing a suite of products for cyber and financial risk and threat management that covers pre transaction and post transaction threats and risks as well as continuous monitoring tools, consisting, but not limited to, of the Hexagate Platform, Hexagate Webapp, Hexagate API and the Hexagate Browser Extension (collectively the “**Solution**”).

These subscription terms (“**Terms**”) govern the access and use of Hexagate’s proprietary cloud-based and on-premises services, which include the Hexagate Solution or parts thereof (“**Services**”). This is a legal agreement between (a) you either an individual eighteen (18) years old or older, or a legal entity, referred to herein as “**Customer**”, that you represent as an employee or authorized representative (“**user**”, “**you**” or “**your**”) and (b) Hexagate Ltd. and its affiliate(s) (“**Hexagate**”). These terms also constitute a binding contract between Customer and Hexagate.

PLEASE READ CAREFULLY THESE TERMS BEFORE ONBOARDING, INSTALLING, REGISTERING, ACCESSING, OR OTHERWISE USING THE SERVICES PROVIDED TO YOU BY HEXAGATE. THESE TERMS GOVERN YOUR USE OF THE SERVICES HOWEVER THEY WERE ACQUIRED, INCLUDING WITHOUT LIMITATION DIRECTLY VIA HEXAGATE, OR INDIRECTLY THROUGH AN AUTHORIZED DISTRIBUTOR, OR RESELLER, OR OTHER THIRD PARTY ON ITS BEHALF. BY ACCEPTING THESE TERMS, ONBOARDING, INSTALLING, REGISTERING, ACCESSING, OR OTHERWISE USING THE SERVICES, YOU ARE ACCEPTING AND AGREEING TO BE BOUND BY ALL THESE TERMS AND REPRESENTING THAT YOU HAVE FULL RIGHT, POWER, AND AUTHORITY TO ENTER INTO AND PERFORM HEREUNDER AND THAT THE USE OF AND ACCESS TO THE SERVICES ASSOCIATED WITH CUSTOMER, ARE PERFORMED UNDER CUSTOMER’S AUTHORIZATION AND SHALL INURE TO THE BENEFIT OR LIABILITY OF THE CUSTOMER.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT CLICK “ACCEPT” AND DO NOT ONBOARD, DOWNLOAD, INSTALL, REGISTER, ACCESS, OR OTHERWISE USE THE SERVICES. FURTHERMORE, YOU HEREBY WAIVE ANY RIGHTS OR REQUIREMENTS UNDER ANY LAWS OR REGULATIONS IN ANY JURISDICTION WHICH REQUIRE AN ORIGINAL (NON-ELECTRONIC) SIGNATURE OR DELIVERY OR RETENTION OF NON-ELECTRONIC RECORDS, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW. BOTH HEXAGATE AND YOU MAY INDIVIDUALLY BE REFERRED AS A “**PARTY**” OR COLLECTIVELY AS “**PARTIES**”.

### **1 LICENSE RIGHTS AND USE; RESTRICTIONS**

1.1 Hexagate grants you, subject to full compliance with the terms and conditions set forth herein, a limited, non-exclusive, non-transferable, non-sublicensable, revocable right during the Term (as defined hereunder) to:

1.1.1 use, access, and operate the Solution as provided, deployed, installed, and configured by Hexagate, and for the Hexagate Browser Extension solely, a limited, non-exclusive, non-transferable, non-sublicensable and revocable license to download, install, deploy, configure, access, and use the Hexagate Browser Extension on your computer, solely for your internal use and not for any further commercialization or provision of services (which are essentially provision of the Solution benefits to any third party), all strictly in accordance with the technical instructions set forth in the standard written materials regarding the Solution issued and provided by Hexagate to its customers from time to time (“**Documentation**”) and these Terms; and

1.1.2 access, use and make verbatim copies of the Documentation provided to you by Hexagate or anyone on its behalf, solely in connection with your use of the Solution as permitted hereunder, and provided that all copyright notices are included and maintained therein.

### **1.2 Use Restrictions.**

1.2.1 Unless otherwise expressly provided herein, you agree that you will not, nor will you authorize any third party to: (a) distribute, license, sublicense, or sell the Solution or any of its outputs to any third party; (b) modify, alter, copy, transfer, emulate or create any derivative works of the Solution or of any part thereof; (c) reverse engineer, decompile, decode, decrypt, disassemble, or in any way attempt to derive source code, know-how or designs from the Solution or any part thereof; (d) use the Solution and any insights thereof as a market manipulation tool or as tool intended to take advantage of any third party weaknesses; (e) remove, alter or obscure any copyright, trademark or other proprietary rights notice, on or in, the Solution and/or the Documentation; (f) bundle, integrate, or attempt to integrate with the Solution, any third-party software technology other than as expressly permitted in writing by Hexagate (including through the Documentation); (g) use the Solution for any benchmarking or for competing development activities; (h) publish or disclose to any third party any technical features, quality, performance or benchmark test, or comparative analyses relating to the Solution, except for your internal use or as expressly permitted by Hexagate in writing; (i) run Maillist, Listserv, any form of auto-responder or “spam” on the Services, or any processes that run or are activated while you are not logged into the Services, or that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services’ infrastructure) ,or “crawls,” “scrapes,” or “spiders” any page, data, or portion of or relating to the Services or Content (through use of manual or automated means).

1.2.2 Without derogating from the foregoing, you shall take commercially reasonable precautions to prevent any unauthorized access and/or unauthorized usage of the Solution. You shall be responsible and liable for any act or omission by any of your affiliates, your personnel, or your affiliates’ personnel, as if performed by you.

1.2.3 Use by Hosting Service Providers. Unless Hexagate provides you with a separate express authorization, Hexagate strictly prohibits You from making the Services or the Solution available to any third party, whether as hosting service provider, or on a rental, service bureau, cloud service, hosted service, or other similar basis.

1.3 **Third Party Software.** BY ACCEPTING THESE TERMS, YOU CONFIRM AND ACKNOWLEDGE THE UTILIZATION OF THIRD PARTY SOFTWARE COMPONENTS IN THE SOLUTION INCLUDING WITHOUT LIMITATION COMPONENTS LICENSED UNDER FREE OR OPEN SOURCE LICENSES, AND YOU HERBY CONSENT TO AND ACKNOWLEDGE USE OF SUCH THIRD PARTY COMPONENTS AND THAT USE OF SUCH THIRD PARTY COMPONENTS MAY BE SUBJECT TO SEPARATE TERMS, LICENSES AND NOTICES WHICH WILL BE MADE AVAILABLE TO YOU TOGETHER WITH THE SOLUTION. WITHOUT DEROGATING FROM HEXAGATE'S LIMITED WARRANTY PROVIDED IN SECTION 3 BELOW, SUCH THIRD PARTY COMPONENTS ARE UTILIZED ON AN "AS IS" BASIS WITHOUT ANY WARRANTY WHATSOEVER.

1.4 Feedback. You may provide Hexagate with feedback regarding the use, operation, performance, and functionality of the Services or the Solution, including identifying potential errors and improvements ("**Feedback**"). Any Feedback is deemed at its incipency the sole and exclusive property of Hexagate. You hereby irrevocably assign to Hexagate all of the rights, title and interest in and to all Feedback, if any, and waive any rights including moral rights to it or may have in such Feedback.

## 2 Fees.

2.1 In consideration for the rights and Services provided to You hereunder, Hexagate reserves the right to charge its then current rates for the Solution or Services at any point in time, upon a prior notice to its Customers. In such case, the Parties will execute pursuant to these Terms, an order detailing the fees and other terms as may be agreed upon by the Parties ("**Order**"). All Orders will be subject to these Terms. In case of a conflict between these Terms and the terms set in an Order these Terms shall prevail unless otherwise provided expressly in the applicable Order with regards to the conflicting terms. Hexagate may also designate any new, expanded or additional feature or service as premium and subject to additional cost, provided that you will be able to elect to opt out of such addition, new or expanded feature or service without materially derogating from the Services (and usability thereof) as they were provided prior to the designation of the premium feature or service.

2.2 All fees are stated and payable in US Dollars and are exclusive of any applicable taxes such as Sales Tax (State or Federal) or Value Added Tax (VAT). Customer will bear and pay all taxes related to or arising from these Terms, except for those taxes based on Hexagate's income. Customer may not withhold or set off any fees due to Hexagate.

## 3 **LIMITED WARRANTY; DISCLAIMERS**

3.1 EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICES AND THE SOLUTION ARE NOT FREE FROM ERRORS OR INTERRUPTIONS AND HEXAGATE DOES NOT GUARANTEE THAT IT WILL CORRECT ALL ERRORS. HEXAGATE DOES NOT WARRANT OR GUARANTEE THAT THE SOLUTION OR SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, THAT THE SOLUTION OR SERVICE WILL DETECT, BLOCK OR PREVENT ALL BREACHES, THREATS OR RISKS AND THAT ERRORS SUCH AS "FALSE POSITIVES" MAY OCCUR. IN ADDITION, HEXAGATE SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR ISSUES CAUSED BY MODIFICATIONS OR CUSTOMIZATIONS TO THE SOLUTION OR SERVICES MADE WITHOUT HEXAGATE'S WRITTEN APPROVAL. THE SERVICES AND THE SOLUTION, ARE PROVIDED BY HEXAGATE "AS IS" AND HEXAGATE MAKES NO REPRESENTATIONS OR WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, REGARDING THE SOLUTION, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, QUALITY OF INFORMATION, OR THE USABILITY, COMPLETENESS, OR EFFECTIVENESS OF ANY CONTENT, DATA, RESULTS, OR OTHER INFORMATION AVAILABLE, OBTAINED OR GENERATED IN CONNECTION WITH YOUR OR ANY USER'S USE OF THE SOLUTION OR SERVICES OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INTERFERENCE. YOU ACKNOWLEDGE THAT YOU HAVE NOT ENTERED INTO THESE TERMS IN RELIANCE UPON ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY CONTAINED HEREIN.

## 4 **DATA**

4.1 Your Data. All materials, software, data, or other information that you provide to Hexagate through the Services or Solution, including certain personal data may be collected, processed, stored, and analyzed ("**Your Data**") is and will remain your property. You hereby grant Hexagate a worldwide, limited, revocable, non-exclusive right and license to access, use and reproduce Your Data during the Term for the purposes of providing you with the Services pursuant to these Terms. Hexagate will maintain and enforce physical and logical security procedures with respect to its access and maintenance of the Services and Your Data.

4.2 Usage Data. You acknowledge that pursuant to your express consent you provide by accepting these Terms, the Services or the Solution may store certain data and diagnostic information in connection with the routine operation of the Services and Solution, such as performance, usage profile, configuration data, technical, statistical and aggregated data resulting from the provision of the Services ("**Usage Data**").

4.3 You hereby represent and warrant that you have the full right, permissions and consents to provide Your Data, the Usage Data and any other data and information you make available, through the Services under these Terms (collectively "**Data**").

4.4 Without derogating from the foregoing, you hereby grant Hexagate a perpetual, irrevocable, non-exclusive, worldwide, royalty-free right and license to use Data that have been anonymized and that cannot be used to identify or otherwise understood to be related to you or to Customer, for the purpose of internal research or otherwise improving or enhancing the Services or the Solution.

## 5 **PROPRIETARY RIGHTS; CONFIDENTIALITY**

5.1 **Proprietary Rights.** You agree and acknowledge that, as between you and Hexagate, Hexagate is and shall remain the sole and exclusive owner of any and all Intellectual Property rights in or pertaining to the Solution and any part thereof, including any modifications, enhancements, improvements, updates and upgrades, and derivative works, thereof. **“Intellectual Property”** shall mean all inventions, ideas, concepts, analyses, (whether patented, or patentable, or not), methods, methodologies, designs, processes, patents, patent applications, rights associated with works of authorship, including copyrights, copyrights applications, copyrights restrictions, moral rights, any information, ancillary materials, devices, results, know-how, and all rights relating to the protection of trade secrets and confidential information; design rights and industrial property rights; mask works, software, all code including source code, object code, firmware, Usage Data; and any other proprietary rights relating to intangible property. Other than as explicitly stated hereunder, no license or rights, express or implied, in or to the Services, Solution, trade or service marks or the Intellectual Property of Hexagate, is granted to you under these terms.

5.2 **Confidentiality.** Each party, on behalf of itself and its agents, employees and representatives (collectively, **“Representatives”**) shall hold and treat in strict confidence all confidential and proprietary information it learns regarding the other party’s business and any other confidential and proprietary information disclosed by such other party hereunder (**“Confidential Information”**). Each party and its Representatives shall utilize the other party’s Confidential Information disclosed hereunder for the sole limited purpose of the Services in accordance with these Terms. Without prior written consent from the other party, neither party nor any of its Representatives shall disclose any of the other party’s Confidential Information in any manner whatsoever, in whole or in part, nor use any such Confidential Information other than for the aforementioned purpose, unless compelled by law (and then only to the minimum extent necessary). If a party receives any legal request for any Confidential Information, such party will provide the other party, without undue delay, a copy of such request, in order to give such other party an opportunity to respond and/or object before the party that received the request turns over such information. The undertakings of this Section 4.2 shall apply to information that (i) becomes generally available to the public other than as a result of a disclosure by the receiving party or its Representatives; (ii) was available to the receiving party on a nonconfidential basis prior to its disclosure to the receiving party by the disclosing party as can be evidenced by receiving party’s dated records; (iii) becomes available to the receiving party on a nonconfidential basis from a source other than disclosing party, provided such source was entitled to make the disclosure to the receiving party; or (iv) was independently developed by the receiving party or its employees without any use or reference to such Confidential Information.

**6 INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Hexagate, its affiliates, its representative officers, directors, employees, agents, and Representatives from and against any and all third-party claims, demands, damages, liabilities, costs, and expenses (including reasonable attorney’s fees) arising out of or in connection with Customer’s: (i) violation of any law arising from any use or attempted use of the Hexagate Solution and/or the Services; (ii) breach of this Agreement; (ii) gross negligence or willful misconduct;(iii) use of Hexagate Solutions.

6.1 Should the Solution, or any part thereof, become, or in Hexagate’s opinion be likely to become, the subject of any infringement claim as specified above, then Hexagate will, at its own option and expense either: (i) procure the right to continue using the Solution without infringement; (ii) replace or modify the Solution without non-negligibly reducing its functionality, so that it becomes non-infringing; or (iii) if (i) or (ii) cannot be achieved with by using reasonable commercial efforts, Hexagate shall be entitled to terminate your license to use the Solution immediately upon written notice.

6.2 Notwithstanding the foregoing, Hexagate shall have no liability for any claim of infringement which results from (a) the use of the Solution in violation of any provision of these Terms, (b) your failure to install changes, revisions or new releases as instructed or provided by Hexagate at no cost, (c) use of a combination of the Solution or any part thereof with other products, equipment, or software not provided or approved in writing for such use under the Documentation or by Hexagate, or (d) modifications of the Solution not made by Hexagate, on Hexagate’s behalf or without Hexagate’s prior written consent.

6.3 This section 6 states the exclusive remedy of the Indemnified Parties and the entire liability of Hexagate with respect to infringement claims involving the Solution or any part or use thereof.

**7 LIMITATION OF LIABILITY.** IN NO EVENT WILL HEXAGATE, NOR ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDER, AND EMPLOYEES’ (**“HEXAGATE’S PARTIES”**) AGGREGATE LIABILITY TO YOU, EXCEED THE AMOUNTS PAID BY YOU TO HEXAGATE UNDER THE APPLICABLE ORDER IN THE TWELVE (12) MONTHS PRECEDING THE EVENT THAT GAVE RISE TO SUCH LIABILITY. IN NO EVENT WILL HEXAGATE OR HEXAGATE PARTIES, HAVE ANY LIABILITY TO YOU FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION, LOSS OF DATA OR BUSINESS INFORMATION ARISING FROM THE INSTALLATION, OPERATION, USE OF OR INABILITY TO USE THE SOLUTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF OR RELATING TO THESE TERMS MAY BE BROUGHT AGAINST HEXAGATE MORE THAN TWELVE (12) MONTHS AFTER THE TERMINATION OR EXPIRATION OF THESE TERMS.

**8 TERM AND TERMINATION.**

8.1 These Terms shall take effect upon your acceptance of the Terms, onboarding, downloading, installing, registering, accessing, or otherwise using the Services until terminated by Hexagate upon a fourteen (14) day prior notice. Your Subscription shall commence on the date of the Order and unless otherwise agreed to by you and Hexagate in the Order, will continue for a period of twelve (12)

months thereafter, at such then-applicable fees, terms and conditions as shall be agreed upon by the parties (“**Initial Subscription Period**”). Unless otherwise agreed to by you and Hexagate in the Order, the Initial Subscription Period shall renew automatically for additional consecutive twelve (12) months periods (“**Renewal Period(s)**”) unless Hexagate notifies you at least fourteen (14) days before the end of the Initial Subscription Period or applicable Renewal Period it is not interested in renewing the Subscription (Initial Subsection Period together with all Renewal Period(s), the “**Subscription Term**”).

8.2 These Terms and all rights and licenses granted hereunder shall automatically terminate if you breach the terms hereof and such breach is not cured within fourteen (14) days of written notice of such breach. Sections 1.2, 1.3, 1.5, 1.6, 2, 4, 5, 6, 7 and 8, will survive any termination or expiration of these Terms. In the event of that Hexagate reasonably believes that you are breaching or have breached of these Terms, Hexagate may temporarily suspend or terminate your access to the Services, in addition to any other remedies that may be available under applicable law.

8.3 Upon termination or expiration of the Subscription Term all rights and license provide to you hereunder shall immediately terminate and you shall immediately cease any and all use and/or access to the Solution

9 **GENERAL.** In the event any provision or part of these Terms is held to be invalid or unenforceable by any court of competent jurisdiction, it shall be amended to the extent required to render it valid, legal and enforceable, or deleted if no such amendment is feasible, and such amendment or deletion shall not affect the enforceability of the other provisions hereof; No waiver of any breach of these Terms will be a waiver of any other breach, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving party. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches; These Terms supersede all previous agreements or representations, written or oral, with respect to the subject matter hereof between you and Hexagate. These Terms may not be modified or amended except in writing signed by a duly authorized representative of each party; The validity, interpretation, and performance of these Terms shall be controlled by and construed under the laws of the State of Israel without giving effect to the principles of conflicts of laws. The Parties hereby consent to the exclusive jurisdiction of the courts of Tel-Aviv, Israel.