

Claroty End User License Agreement

This End User License Agreement (the "Agreement") is entered by and between Claroty Ltd., on behalf of itself and its affiliates (the "Company" or "Claroty") and the person, company or other legal entity identified below ("You" or the "Customer"). The Company and you shall each be referred as a "Party" and together, the "Parties".

1. **License Grant and Restrictions.**

1.1 **The Products.** The commercial software products licensed to You hereunder (the "**Software**") and the associated hardware devices ("**Appliances**") as set forth in *either* (a) the purchase order executed between you and Claroty, or (b) the purchase order executed between Claroty's authorized reseller (the "**Reseller**") and You (each an "**Order**"). Order. The term "**Software**" also includes (a) any revisions, modifications, enhancements, updates and/or upgrades thereto, which are provided to You in binary executable form for the regular and standard purposes the Software was designed for, all in accordance with the terms set forth in this Agreement and the Order and (b) compilation of data, or visual display resulting from the operation of the Software, and any associated materials, equipment, systems, specifications and Documentation (as defined below). The Appliances and Software are collectively defined as (the "**Products**").

1.2 **License.** Subject to the terms and conditions of this Agreement and in accordance with the licensing method, restrictions and payment of fees set forth in the Order ("**Fees**"), Claroty hereby grants You (and Your Affiliates, if applicable), and You accept, as applicable, the following license types, as set forth in the Order: (i) **Software License**

a) **Subscription Software License:** *during the term specified in the Order*, a limited, non-exclusive, non-sublicensable, non-transferable and fully revocable license to install, operate and use the Software, in binary executable form only, solely for Your internal business purposes ("**Subscription Software License**"); or

b) **Perpetual Software License:** a. a *perpetual*, non-exclusive, non-sublicensable, non-transferable and non-assignable license to install, operate and use the Software, in binary executable form only, solely for Your internal business purposes and set forth in the Order (the "**Perpetual Software License**").

(ii) **Appliance License:**

a) **Subscription Application License:** *during the term specified in the Order*, a non-exclusive, non-sublicensable, non-transferable and non-assignable license to use the Appliance solely for Your internal business purposes and in accordance with the licensing method and restrictions set forth in the Order ("**Subscription Appliance License**").

b) **Perpetual Appliance License:** a *perpetual*, non-exclusive, non-sublicensable, non-transferable and non-assignable license to use the Appliance solely for Your internal business purposes and in accordance with the licensing method and restrictions set forth in the Order (the "**Perpetual Appliance License**").

The Perpetual Software License and Perpetual Appliance License are hereinafter referred to collectively as “**Perpetual License(s)**.” The Subscription Software License and Subscription Appliance License are hereinafter referred to collectively as “**Subscription License(s)**.”

The Products will be installed and/or otherwise provided in accordance with the terms contained in this Agreement and the Products’ documentation and manuals for installation provided by Claroty or a Reseller (the “**Documentation**”). All other rights in the Software are expressly reserved by Claroty.

1.3 **Prohibited Uses.** Except as explicitly provided herein or an applicable Order, without the prior written consent of Claroty, You may not, nor permit anyone else to, directly or indirectly: (i) use, modify, revise, enhance, incorporate into or with other software, or create a derivative work of any part of the Software; (ii) sell, resell, license (or sub-license), lease, assign, transfer, pledge, or share Your rights under this Agreement with or to anyone else; (iii) copy, distribute, publish or reproduce the Software; (iv) use or permit the Software to be used to perform services for third parties; (v) disclose, publish or make publicly available the results of any benchmarking of the Software, or use such results for Your own software development activities; (vi) disassemble, decompile, reverse engineer, or attempt to reconstruct or discover any source code, underlying ideas or algorithms, design or mask works of the Appliance, except to the extent otherwise required by applicable law in the jurisdiction of use, notwithstanding this prohibition; (vii) remove or otherwise alter any of Claroty's trademarks, logos, copyrights or other proprietary notices or indicia, if any, fixed or attached to the Software as delivered to You; (viii) ship, transfer or export the Products into any country, make available or use the Products in any manner which violates applicable export control laws, restrictions or regulations; (ix) disclose, provide or otherwise make available trade secrets contained within the Products in any form to any third party; and/or (x) use the Products in violation of applicable laws, or in a manner which infringes third party rights (including without limitation, intellectual property or privacy rights). You agree to defend, indemnify and hold harmless Claroty, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including but not limited to attorney's fees) arising from Your unauthorized use of the Software, including any breach under this Section 1.3.A.

1.4 **Authorized Users.** You may not allow the use of and/or access to the Software by third parties or anyone other than (i) Your employees whose duties require such access or use; and (ii) Your authorized consultants and subcontractors (excluding any direct competitors of Claroty) and only where such use is required as part of their performance of services on Your behalf. You will ensure that Your employees, consultants and subcontractors comply with the terms of this Agreement and shall bear full responsibility for any harm caused to Claroty for breach of the terms of the license by Your consultants or subcontractors.

1.5 **Affiliates.** To the extent that an Order sets forth a right to use the Products by Your Affiliates, You shall: (i) ensure that any such Affiliate complies with the terms and conditions herein; and (ii) be responsible for any breach of these terms and conditions by any such Affiliate. For purposes of this Agreement, “**Affiliate**” means any entity that

Controls, is Controlled by, or is under common Control with You, where "**Control**" means ownership, directly or indirectly, of 50% or more of the voting interest.

2. **Services Related to the Products.** Unless indicated in the Order, Claroty has no obligation to provide the following services: (i) support and maintenance for the Products; or (ii) Software training or other professional services. The Order will indicate which services are provided to You by Claroty or its Resellers.

3. **Consideration.** The Fees and payment terms for the license and/or related services are specified in the Order.

4. **Title & Ownership.** The Products and the Documentation are licensed and not sold. Risk to Hardware portions of the Appliance shall transfer to You upon delivery. Claroty and its licensors hold and shall retain all right, interest and ownership in and to the Software and the Documentation, including without limitation in and to any and all intellectual property rights (including, without limitation, copyrights, trade secrets, trademarks, improvements, revisions, derivative works and etc.) evidenced by or embodied in and/or attached/connected/related to the Software. Nothing in this Agreement constitutes a waiver of Claroty's intellectual property rights under any law. If You contact Claroty or its Reseller with feedback data (e.g., questions, comments, suggestions or the like) regarding the Software (collectively, "**Feedback**"), Claroty shall have a non-exclusive, worldwide royalty-free and perpetual license to use or incorporate such Feedback into the Software and/or other current or future products or services of Claroty (without Your approval and without further compensation). Furthermore, any information, which is derived from the use of the Products (i.e., metadata, aggregated and/or analytics information) which is not personally identifiable information may be used by Claroty for any purpose, including for development or improvement of Claroty's products or related services.

5. **Representations and Warranties, Exclusions and Disclaimers**

5.1 **Claroty Representations.** Claroty represents that, (i) it has the full right, power and authority to grant the rights and licenses granted herein; (ii) it implements industry standard measures designed to prevent inclusion of any viruses, harmful components, illicit code, time-bombs, worms, Trojan horses, protect codes, data destruct keys, or other programming devices or code that might, or might be used to, access, modify, delete, damage, deactivate or disable any deliverables or other software, computer hardware, or data in the Software; (iii) for so long as User has purchased support and maintenance services from Claroty or a Reseller (which shall automatically be included for Subscription Software Licenses) , the Software shall perform in substantial conformance with its Documentation, provided the Software is used in accordance with the Documentation and the terms of this Agreement, and Claroty shall repair any such nonconformity at Claroty's expense; (iv) for Appliance Licenses, Claroty passes on to You the warranty provided by the Hardware manufacturer on the same terms and conditions as provided by the manufacturer and subject to the same limitations and prerequisites.

5.2 **Exclusions.** The warranties set forth above shall not apply if the failure of the Products results from or is otherwise attributable to: (i) repair, maintenance or modification of the Products by persons other than Claroty or Claroty's authorized third parties; (ii) accident,

negligence, abnormal physical or electrical stress, abnormal environmental conditions, abuse or misuse of the Products; (iii) use of the Software/Appliance other than in accordance with the Products' manuals, specifications or Documentation; (iv) the combination of the Products with equipment or software not authorized or provided by Claroty or otherwise approved by Claroty in the Products' manuals, specifications or Documentation; or (v) the Products being licensed for beta evaluation, testing or demonstration purposes.

5.3 **Disclaimers.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 5.1 AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE IS PROVIDED ON AN "AS IS" BASIS AND CLAROTY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, NON-INTERFERENCE, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. CUSTOMER ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT CLAROTY DOES NOT GUARANTEE OR WARRANT THAT IT WILL FIND, LOCATE, OR DISCOVER ALL OF USER'S OR ITS AFFILIATES' SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE, AND CUSTOMER AND ITS AFFILIATES WILL NOT HOLD CLAROTY RESPONSIBLE THEREFOR.

6. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, (A) CLAROTY, ITS SUPPLIERS,, LICENSORS, AND/OR RESELLERS SHALL NOT BE LIABLE WHETHER UNDER CONTRACT, TORT OR OTHERWISE, TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO, ANY LOSS OR DAMAGE TO BUSINESS EARNINGS, LOST PROFITS OR GOODWILL AND LOST OR DAMAGED DATA OR DOCUMENTATION), SUFFERED BY ANY PERSON, ARISING FROM AND/OR RELATED WITH AND/OR CONNECTED TO THE INSTALLATION OF THE SOFTWARE OR APPLIANCE OR ANY EQUIPMENT OR SYSTEM SUPPLIED BY CLAROTY OR ITS RESELLERS AND/OR ANY USE OF OR INABILITY TO USE THE SOFTWARE OR APPLIANCE OR ANY EQUIPMENT OR SYSTEM SUPPLIED BY CLAROTY OR ITS RESELLERS, EVEN IF CLAROTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) IN NO EVENT SHALL CLAROTY'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT FROM ALL CLAIMS OR CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, EXCEED THE TOTAL PAYMENTS ACTUALLY RECEIVED BY CLAROTY FOR THE SOFTWARE/APPLIANCE, IF ANY, DURING THE TWELVE (12) MONTH PERIOD PRIOR TO ANY SUCH CLAIM OR CAUSE OF ACTION AROSE. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

7. **Third Party Software.** The Software may use or include third party software, files and components that are subject to open source and third-party license terms ("**Third-Party Components**"). Your right to use such Third-Party Components as part of, or in connection with the Software is subject to any applicable acknowledgements and license terms accompanying such Third-Party Components. A list of Third-Party Components is available in the Software or its Documentation and is subject to updates by Claroty from time to time.

8. **User Data.** You hereby acknowledge that the Software may collect, use, store and transmit to Claroty technical and related information of Your systems and computers including IP address, file hashes, browser type, operating system, application usage (including but not limited to successful installation and/or removal), software usage and peripheral hardware, that may be gathered periodically to facilitate the provision of the Software, Software updates, the Software's support and other services provided to You, including online services. Claroty will have no access to such data unless it is provided voluntarily by You. The Data Processing Agreement, available at <https://claroty.com/dpa> and incorporated herein Exhibit A by reference, (the "DPA") is applicable to any Order for Software if the Processing (as defined in the DPA) of Personal Data (as defined in the DPA) is subject to the General Data Protection Regulation ("GDPR"), only to the extent that (i) User is the Controller (as defined in the DPA) of Personal Data and Claroty is a Processor of Personal Data, and (ii) the Software involves the Processing of Personal Data related to individuals that at the time of Processing are located in a jurisdiction subject to the GDPR.

9. **Term and Termination**

9.1. **Agreement Term.** This Agreement is effective upon the earlier of (a) the last signature in this Agreement or an applicable Order, or (b) the first download, installation, operation or use of the Products, and will remain in force during the Term, unless earlier terminated in accordance with this Agreement. The Order will indicate the term of Your applicable license(s) (the "Term").

9.2. **Grounds for Termination.** Either Party may terminate this Agreement or a specific Order upon written notice to the other Party if the other Party commits a material breach of this Agreement and fails to cure or remedy such breach within thirty (30) days after receiving written notice of such breach. Furthermore, either Party may terminate this Agreement upon written notice to the other Party in the event that one or more of the following events occur(s): (a) appointment of a trustee or receiver for all or any part of the assets of the other Party; (b) insolvency or bankruptcy of the other Party; (c) a general assignment by the other Party for the benefit of creditor(s); or (d) dissolution or liquidation of the other Party.

9.3. **Effect of Termination.** Upon termination of this Agreement or an Order: (i) all Subscription Licenses granted to You under all valid Orders (in the event of termination of the Agreement) or those granted under a specific Order (in the event of its specific termination), as the case may be, shall expire, and You shall no longer be permitted to use the Products; (ii) except in the event of Your breach of this Agreement, Your use of any Products licensed under a Perpetual License will be permitted under the terms and conditions set forth herein (without any obligation on Claroty's or its Reseller's part to provide maintenance and/or support); and (iii) any sums paid by You until the date of termination are non-refundable, and You shall not be relieved of Your duty to discharge in full all due sums owed to Claroty under this Agreement, which sums shall become immediately due and payable on the date of termination of the Agreement.

9.4. **Survival.** Any right, obligation or required performance of the Parties in this Agreement which, by its express terms or nature and context is intended to survive

termination or expiration of this Agreement, will survive any such termination or expiration.

10. **Confidentiality**. Each Party may have access to certain non-public and/or proprietary information of the other Party, in any form or media, including (without limitation) confidential trade secrets and other information related to the products, software, technology, data, know-how, or business of the other Party, whether written or oral, and any other information that a reasonable person or entity should have reason to believe is proprietary, confidential, or competitively sensitive (the “**Confidential Information**”). Each Party shall take reasonable measures, at least as protective as those taken to protect its own confidential information, but in no event less than reasonable care, to protect the other Party's Confidential Information from disclosure to a third party. Neither Party shall use or disclose the Confidential Information of the other Party except as permitted under this Agreement or as required by applicable law. All right, title and interest in and to Confidential Information are and shall remain the sole and exclusive property of the disclosing Party. Neither Party shall have an obligation under this Agreement to maintain in confidence any information that (i) is in the public domain at the time of disclosure, (ii) though originally Confidential Information, subsequently enters the public domain other than by breach of such Party's obligations hereunder or by breach of another person's or entity's confidentiality obligations, (iii) is shown by documentary evidence to have been known by such Party prior to disclosure to such Party by the discloser; or (iv) is independently developed by such Party without reference to Confidential Information.

11. **Reference User**. You agree that Claroty may identify You as a user of the Software and use Your trademark and/or logo (i) in sales presentations, promotional/marketing materials, and press releases, and (ii) in order to develop a brief customer profile for use by Claroty on its website and other promotional channels for promotional purposes.

12. **Miscellaneous**. This Agreement shall be construed and governed in accordance with the laws of the State of New York (except for conflict of law provisions) and the competent state and federal courts located in the State of New York, shall have exclusive jurisdiction in any conflict or dispute arising out of this Agreement. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. This Agreement represents the complete agreement concerning the license granted herein and the subject matter hereof and supersedes any prior written or oral agreements and may be amended only by a written agreement executed by both Parties. 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. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the maximum extent necessary to make it enforceable. This Agreement shall be binding upon the respective heirs, beneficiaries, legal or personal representatives, successors and permitted assigns of the Parties. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, except in connection with any merger (by operation of law or otherwise), consolidation, reorganization, change in control or sale of all or substantially all of its assets or similar

transaction of such assigning Party. Neither Party shall be liable for any failure to perform or delay in performance of any of its obligations under this Agreement caused by circumstances beyond the reasonable control of a Party to this Agreement including without limitation act of God, government or local government, war, fire, flood, earthquake or storm, acts of terrorism, explosion, civil commotion, bank strike or industrial dispute.

Exhibit A

Data Processing Agreement (DPA)

This Data Processing Agreement (“DPA”) forms part of the End User License Agreement (“Agreement”) between Claroty Ltd., or its applicable affiliate (“Company”), and the entity set forth on the associated Agreement (“Customer”).

This DPA applies in respect of the processing of any Personal Data (as defined below) collected, provided, or otherwise made available to Company in connection with the provision of the Software and any services related to the Software under the Agreement, if the Processing of such Personal Data is subject to the GDPR, only to the extent the Customer is a Controller of Personal Data and Company is a Processor. The DPA is intended to satisfy the requirements of European Union data protection law, including Article 28(3) of the GDPR. This DPA shall be effective for the term of the Agreement or until deletion of Personal Data as instructed by Customer under this DPA, whichever is earlier.

1. Definitions

For the purposes of this DPA:

- **“Controller”** has the meaning given in the GDPR;
- **“Data Protection Legislation”** means all applicable legislation relating to data protection and privacy including without limitation the EU Data Protection Directive 95/46/EC and all local laws and regulations which amend or replace any of them, including the GDPR, together with any national implementing laws in any Member State of the European Union or, to the extent applicable, in any other country, as amended, repealed, consolidated or replaced from time to time;
- **“Data Subject”** has the meaning given in the the categories of Data Subjects to whom Personal Data Processed under this DPA relates are described under Section 2 of this DPA;
- **“GDPR”** means the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;
- **“Personal Data”** has the meaning given in the types of Personal Data Processed by Company under this DPA are described under Section 2; and
- **“Personal Data Breach”, “Processing”, and “Processor”** will each have the meaning given in the GDPR.

Capitalized terms not otherwise defined herein shall have the meaning given to them in the Agreement.

2. Details of The Processing

- **Types of Personal Data and Categories of Data Subjects.** This DPA applies to the Processing of Personal Data relating to individuals about whom data is submitted to or through the Software by Customer or by any Customer end user, including IP addresses, machine names, usernames and contact information of Customers' employees using the Software, the extent of which is determined by Customer (or any Customer end user) in its sole discretion.
- **Subject-Matter, Nature and Purpose of The Processing.** The subject-matter of Processing of Personal Data by Company is the provision of the Software and any services related to the Software to the Customer that involves the Processing of Personal Data will be collected, analyzed and stored by Company for purposes of providing the Software and any services related to the Software set out into the Agreement.
- **Duration of The Processing.** Personal Data will be Processed for the duration of the Agreement until return or deletion as instructed by the Customer under Section 9 of this DPA.

3. Processing of Personal Data

- The parties acknowledge and agree that Customer is the Controller of Personal Data and Company is the Processor. Company will only process Personal Data as a Processor on behalf of and in accordance with Customer's prior written instructions. Company is hereby instructed to process Personal Data to the extent necessary to enable Company to provide the Software and any services related to the Software in accordance with the Agreement. If Company cannot process Personal Data in accordance with Customer's instructions due to a legal requirement under any applicable European Union or Member State law, Company will (i) promptly notify Customer of that legal requirement and/or of the inability to comply with any instructions before the relevant Processing, to the extent permitted by the Data Protection Legislation; and (ii) cease all Processing (other than merely storing and maintaining the security of the affected Personal Data) until such time as Customer issues new instructions with which Company is able to comply. If this provision is invoked, Company will not be liable to Customer under the Agreement for any failure to provide the Software and any services related to the Software until such time as Customer issues new instructions in regard to such Processing.
- Customer shall, in its use of the Software, process Personal Data in accordance with the requirements of the Data Protection Legislation. Customer's instructions for the Processing of Personal Data shall comply with the Data Protection Legislation. Customer shall ensure that Customer has provided or will provide any necessary notices to Data Subjects, and has obtained or will obtain all consents (if required) and rights necessary for Company to process Personal Data in accordance with this DPA.

- In connection with the performance of the Agreement, Customer authorizes Company to transfer Personal Data from the European Economic Area (“EEA”) and Switzerland, as applicable, to the United States and to any country that is recognized by the European Commission as providing an adequate level of protection for Personal Data.

4. Confidentiality

- Company will ensure that any person whom Company authorizes to process Personal Data on its behalf is subject to confidentiality obligations in respect of that Personal Data.

5. Security Measures

- Company will implement appropriate technical and organizational measures to protect against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data, including, as appropriate, the measures required by Article 32 of the GDPR.

6. Sub-Processing

- Customer hereby grants general written authorization to Company to appoint sub-Processors to perform specific Processing activities on behalf of the List of sub-Processors currently engaged by Company in connection with the provision of the Software any services related to the Software is attached hereto as Exhibit B (as may be updated by Company from time to time in accordance with this DPA). Company will inform Customer of any intended changes concerning the addition or replacement of its sub-Processors and Customer will have an opportunity to object to such changes on reasonable grounds within fifteen (15) business days after being notified.
- Before engaging any sub-Processor to process Personal Data, Company will enter into a binding written agreement with the sub-Processor that imposes on the sub-Processor the same obligations that apply to Company under this DPA. Where the sub- Processor fails to fulfil its data protection obligations, Company will remain fully liable to the Customer for the performance of such sub-Processors obligations.

7. Assistance

- Taking into account the nature of the Processing, Company will assist Customer by appropriate technical and organizational measures, insofar as this is possible and to the extent permitted by the applicable law, for the fulfilment of the Customer’s obligation to respond to Data Subjects’ requests for the exercise of Data Subjects’ rights under the Data Protection Customer shall be solely responsible for responding to such requests.
- At Customer’s request, Company will provide Customer with reasonable assistance to facilitate conduction of data protection impact assessments related to Customer’s use of the Software and consultation with competent data protection authorities, if

Customer is required to do so under the Data Protection Legislation, in each case solely to the extent that such assistance is necessary and relates to the Processing by Company of Personal Data, taking into account the nature of the Processing and the information available to the Company.

- Company will, at the Customer's request, provide Customer with reasonable assistance as necessary for the fulfilment of Customer's obligation to keep Personal Data protected.
- To the extent permitted by the applicable law, Customer shall be responsible for any costs and expenses arising from provision by Company of the assistance contemplated under this Section 7.

8. Personal Data Breaches

- Company will notify Customer without undue delay after it becomes aware of any Personal Data Breach affecting any Personal Data. At Customer's request, Company will promptly provide Customer with reasonable assistance necessary to enable Customer to notify Personal Data Breaches to competent authorities and/or affected Data Subjects, if Customer is required to do so under the Data Protection Legislation.
- Company will not assess the contents of Personal Data in order to identify information subject to any specific legal requirements under the Data Protection Legislation or other applicable Customer shall be solely responsible for complying with Personal Data Breach notification requirements applicable to Customer and fulfilling any third-party notification obligations related to any Personal Data Breach.

9. Deletion or Return of Personal Data

- Company will delete (or, at the election of the Customer, return, in such format as Company may reasonably elect and subject to Customer paying all of Company's fees at prevailing rates, and all expenses, for transferring Personal Data to such format) all Personal Data in the possession or control of Company or any of its sub-Processors after Company ceases to provide the Software and any services related to the Software, unless the applicable law of the EU or of an EU Member State requires.

10. Information

- Company will, at Customer's request and subject to the Customer paying all of Company's fees at prevailing rates, and all expenses, reasonably cooperate with the Customer to provide the Customer with all information necessary to enable the Customer to demonstrate compliance with its obligations under the GDPR, and allow for and contribute to audits, including inspections, conducted by the Customer or an auditor mandated by the Customer, to the extent that such information is within Company's control and Company is not precluded from disclosing it by applicable law, a duty of confidentiality, or any other obligation owed to a third

Company will immediately inform Customer if, in its opinion, an instruction from Customer infringes the Data Protection Legislation.

11. Limitation of Liability

- The Customer acknowledges that Company is reliant on the Customer for direction as to the extent to which Company is entitled to process Personal Data on behalf of Customer in providing the Software and any services related to the Software. Consequently, Company will not be liable under the Agreement for any claim brought by a Data Subject arising from any action or omission by Company, to the extent that such action or omission resulted directly from Customer's instructions or from Customer's failure to comply with its obligations under the Data Protection Legislation.
- Notwithstanding any provisions to the contrary included in this DPA, each party's liability towards the other party under or in connection with this DPA will be limited in accordance with the provisions of the Agreement.

Exhibit B – List of Sub-Processors

Sub-Processors

Type of Processing

- | | |
|-----------------------------|---------------------------------|
| • Amazon Web Services (AWS) | • Cloud infrastructure provider |
| • Google Cloud Platform | • Cloud infrastructure provider |