



**MASTER SAAS AGREEMENT**

Customer Legal Entity	
Customer State of Incorporation	
Customer Address	

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

**1. SERVICES**

1.1 License Grant. Subject to the terms and conditions of this Agreement, Cyera shall provide Customer with Services set forth in an Order Form executed by both parties, and hereby grants Customer a limited, non-exclusive, non-sublicensable, non-transferable and revocable (upon Customer’s uncured material breach of this Agreement) right to access and use remotely the Cyera cloud-based security platform (“**Platform**”), during the subscription term set forth in an Order Form (“**Subscription Term**”), solely for Customer’s internal purposes. Customer agrees that its subscription is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Cyera regarding future functionality or features.

1.2 Provision of Services. Cyera will (a) make the Services (as defined below) available to Customer pursuant to this Agreement, and the applicable Order Forms and Documentation and (b) provide applicable Cyera standard support for the Services to Customer at no additional charge, (c) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which Cyera shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond Cyera’s reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Cyera employees), Internet service provider failure or delay, or denial of service attack. Cyera reserves the right to make changes to the Services at any time and from time to time, provided, however, that Cyera will not materially decrease the functionality of the Services during a Subscription Term. The Platform, any products or services offered by Cyera and any related Managed Services provided to Customer and detailed in an Order Form or Statement of Work shall be referred to as the “Services”. The user manuals, policies and documentation, as updated by Cyera from time to time, provided to Customer in connection with the operation of the Platform and the Services shall be referred to as the “Documentation”.

1.3 Affiliates. If a Customer Affiliate enters into an Order Form with Cyera, such Customer Affiliate agrees to be bound by the terms of this Agreement as if such Affiliate were an original party hereto.



## 2. PAYMENT AND INVOICING

2.1 Payments. The Customer is responsible for paying all fees as specified in the Order Forms and Statements of Work, with payment obligations being non-cancelable and, unless this Agreement explicitly states otherwise, non-refundable (the “Fees”). All payments must be made in U.S. dollars. Cyera will invoice the Customer as detailed in the relevant Order Form, with payment due within 30 days of the invoice date unless otherwise specified in an Order Form. In the event of any failure by the Customer to pay undisputed invoices within five days of the due date, Cyera reserves the right, without limiting its other rights or remedies, to apply late interest on the outstanding balance at a rate of 1.5% per month or the maximum rate permitted by law, whichever is less.

2.2 Taxes. The fees payable under this Agreement shall be deemed to be exclusive of any and all value added, sales, use, good and services, property or other similar taxes and if such tax is applicable or chargeable, Customer shall pay to Cyera (in addition to and at the same time as paying the Fees) an amount equal to the amount of such tax. Customer is responsible for paying all taxes that are applicable hereunder, including without limitation sales, value added or use taxes, or similar government taxes payable for the Services provided hereunder, except those on Cyera’s net income.

2.3 Resellers. If Customer has purchased the Services granted hereunder from a partner, reseller or distributor authorized by Cyera (“Reseller”), all payment-related terms (including, but not limited to, pricing, invoicing, billing, payment methods, and late payment charges) will be set forth in Customer’s agreement directly with such Reseller, including any related purchase order (“Reseller Order Form”) and such payment-related terms will supersede any conflicting terms set forth in this Section 2. If the Customer purchased the subscription through a Reseller, the Services are contingent upon Reseller’s full payment to Cyera of the applicable fees for the Services. To the extent there is any conflict between this Agreement and Reseller Order Form, then, as between Customer and Cyera, this Agreement shall prevail. Any rights granted to you in such Reseller Order Form which are not contained in this Agreement, apply only in connection with such Reseller. In such case, Customer must seek redress or realization or enforcement of such rights solely with such Reseller and not with Cyera.

## 3. USE OF SERVICES

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

3.2 Usage Limits. Services are subject to usage limits specified in an Order Form. If Customer exceeds a contractual usage limit, Customer will incur in additional fees prorated for the remainder of the applicable Subscription Term at the fees set forth in the applicable Order Form.

3.3 Usage Restrictions. Except as expressly set forth herein or as permitted by the Services, Customer shall not, and shall not permit any Permitted User or other third party to: (a) disassemble, reverse engineer, decompile or otherwise attempt to find the underlying code of the Services; (b) copy, modify, adapt, translate or otherwise create derivative works of codes or the Services; (c) rent, lease, sell, assign, or otherwise transfer rights in the Documentation or Services to any third party; (d) remove any proprietary notices or bypass any security measure of Cyera with respect to the Services; (e) use the Services or any part thereof in any manner that violates any applicable laws; (f) combine Services with any code, platform or services not provided or approved by Cyera; or (g) use the Services to develop a similar or competing product or service.

3.4 Suspension. Any use of the Services in breach of the foregoing by Customer or Permitted Users that in Cyera’s reasonable judgment imminently threatens the security, integrity or availability of the Services, may result in Cyera’s immediate suspension of the Services, however Cyera will use commercially reasonable efforts under the circumstances to



provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension and will promptly restore Customer's access to the Services in accordance with this Agreement when the issue has been resolved.

3.5 AI. Some of the Services may include artificial intelligence modules, features or systems ("**AI**") which are designed to perform certain tasks such as data classification. The effectiveness of the Services is contingent upon the quality and completeness of the configuration files and the data, input and/or content provided by the Customer. While the AI strives for accuracy, the possibility of incomplete or incorrect analysis cannot be fully eliminated. The Customer (and not Cyera) is responsible for verifying the data, results, and conclusions provided by the Services before taking any decisions in reliance thereon. The AI uses Customer Data to discover new correlations and relationships ("**Correlations**"). Cyera will not use any of the Correlations developed by the Services based solely on Customer Data for any of Cyera's other customers.

#### 4. **CUSTOMER DATA**

4.1 Customer Data. As between the parties, Customer owns and retains all right, title and interest (including all intellectual property rights) in and to any electronic data and information submitted by Permitted Users to the Platform ("**Customer Data**"). Customer hereby grants to Cyera a non-exclusive, worldwide, royalty-free, fully paid, transferable (in the event of an assignment permitted by Section 12.6) right and license during the Term to use Customer Data solely to the extent necessary to perform its obligations under this Agreement, for the fulfillment of legal obligations and as otherwise set forth expressly herein. Cyera reserves the right to monitor the Customer's use of the Services and the Customer Data in order to detect and prevent fraudulent activity and/or misuse and/or abuse of the Services and for security and compliance purposes.

4.2 Protection of Customer Data. Cyera will maintain appropriate administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of Customer Data.

4.3 Data Processing Agreement. To the extent Customer Data contains any personally identifiable information, Customer represents and warrants that it has provided all appropriate notices, received the required consents or authorizations and have an ongoing legal basis, and has acted in compliance with applicable privacy laws and regulations, as to allow Cyera to collect, receive, process, use and store the Customer Data to perform the Services in accordance with this Agreement. To the extent that Cyera and Customer do not have a Data Processing Agreement ("**DPA**") in place, then the DPA available at [www.cyera.io/legal/dpa](http://www.cyera.io/legal/dpa) shall apply to the processing of Customer Data by Cyera per the terms of the Agreement. Customer acknowledges and agrees that Cyera may collect and process information regarding the configuration, performance, security, access to, and use of, the Services ("**Account Data**") for its internal business purposes including for identity verification, billing, provision of support, investigation and prevention of system abuse, maintenance, development, enhancement and/or improvement of the Services, communication with Permitted Users and fulfillment of legal obligations, and such Account Data shall not be subject to the DPA.

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

#### 5. **PROPRIETARY RIGHTS AND LICENSES**

5.1 Reservation of Rights. Cyera, its Affiliates and its licensors reserve all their right, title, and interest (including all related intellectual property rights) in and to the Services, the Documentation, all related and underlying technology and any updates, enhancements, upgrades, modifications, patches, workarounds, and fixes thereto, and all derivative works of or modifications to any of the foregoing. Use of and access to the Service is licensed, not sold, and no rights are granted to Customer hereunder other than as expressly set forth herein. The Platform is offered as an online, hosted solution, and Customer has no right to obtain a copy of the Platform itself or any software or code that underlies the Platform.



5.2 Feedback. Customer or its Permitted Users may, but are not required to, provide Cyera with suggestions, ideas, enhancement or correction requests, feedback, recommendations, or other information specifically regarding the Services (“**Feedback**”). Feedback will not be deemed to constitute Confidential Information or to impose any confidentiality obligations on Cyera. Customer grants to Cyera and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, distribute, disclose, reproduce, license, or otherwise exploit any Feedback as it sees fit, without obligation or restriction of any kind on account of intellectual property rights or otherwise, except that Cyera will never identify Customer as the source of such Feedback.

## 6. **MANAGED SERVICES**

6.1 Cyera may provide onboarding, data analysis, and other professional services related to the Services (“**Managed Services**”), if set forth in an Order Form and as described in the applicable statement of work available at <https://www.cyera.com/legal/statementsOfWork> or at such other URL as Cyera may provide from time to time or as otherwise executed by the parties (“**Statement of Work**”). For the avoidance of doubt, Customer acknowledges and agrees that Cyera will not provide Customer with any development work, work-for-hire, or customization of the Services, except as specifically described in a Statement of Work.

## 7. **CONFIDENTIALITY**

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

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

7.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party’s Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.



## 8. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

8.1 Mutual Warranties. Each party represents that (i) it has validly entered into this Agreement and has the legal power to do so and (ii) it will comply with all applicable laws in the provision and use of the Services.

8.2 Cyera Warranties. Cyera warrants that during an applicable Subscription Term (a) the Services will perform materially in accordance with the applicable Documentation and (b) any Managed Services will be provided in a professional and workmanlike manner. Cyera will use reasonable efforts to correct a verified breach of these warranties in this Section 8.2 reported by Customer. If Cyera fails to correct such verified breach of warranty within 30 days after Customer's report, then either party may terminate the Order Form or SOW as it relates to the non-conforming Service or Managed Services, in which case Cyera will refund to Customer any pre-paid, unused fees for the terminated portion of the applicable Subscription Term or for the non-conforming Managed Services, as applicable. To receive these remedies, Customer must report a breach of warranty in reasonable detail within 30 days after discovering the issue in the Services or 30 days after delivery of the relevant Managed Services. The foregoing remedies are Customer's exclusive remedies and Cyera's sole liability for breach of this Section 8.2.

8.3 Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, CUSTOMER ACCEPTS THE CODES, SERVICES, AND WORK PRODUCT "AS IS" AND ACKNOWLEDGES THAT CYERA MAKES NO OTHER WARRANTY AND DISCLAIMS ALL IMPLIED AND STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. CYERA FURTHER DISCLAIMS ANY WARRANTY THAT THE SERVICES WILL MEET CUSTOMER'S NEEDS, BE ERROR FREE, OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS OR SERVICES NOT PROVIDED BY CYERA.

## 9. LIMITATION OF LIABILITY

9.1 Limitation of Liability. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF REVENUE, REPUTATION, PROFITS, DATA, OR DATA USE, OR THE COST OF DAMAGES, OR ARISING OUT OF, OR RELATING TO, THIS AGREEMENT, THE SERVICES OR THE ARRANGEMENTS CONTEMPLATED HEREIN. IN ANY EVENT, EACH PARTY'S ENTIRE AND AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID AND PAYABLE IN THE 12 (TWELVE) MONTHS PRECEDING THE APPLICABLE CLAIM.

9.2 Exclusion of Consequential and Related Damages. THE LIMITATIONS SET FORTH IN SECTION 9.1 SHALL NOT APPLY TO ANY CLAIM ARISING UNDER THIS AGREEMENT: (A) DUE TO A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD OR FRAUDULENT MISREPRESENTATION; (B) SUBJECT TO INDEMNITY OBLIGATIONS UNDER SECTION 10; (C) THAT CANNOT BE LIMITED BY APPLICABLE LAW. FURTHERMORE, A PARTY'S LIABILITY RESULTING FROM: (i) BREACH OF DATA PRIVACY OBLIGATIONS OR (ii) BREACH OF SECTION 7 (CONFIDENTIALITY) SHALL NOT EXCEED, IN THE AGGREGATE, THREE TIMES (3X) THE FEES PAID AND PAYABLE IN THE 12 (TWELVE) MONTHS PRECEDING THE APPLICABLE CLAIM.

## 10. MUTUAL INDEMNIFICATION

10.1 Indemnification by Cyera. Cyera will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that Customer's permitted use of any Service infringes such third party's intellectual property rights (a "**Claim Against Customer**"), and will indemnify Customer from any damages, reasonable attorney fees and costs finally awarded against the third party claimant as a result of a Claim Against Customer or for any settlement of a Claim Against Customer that is approved in writing signed by an authorized officer of Cyera. If Cyera receives information about an infringement or misappropriation claim related to a Service, Cyera will in its discretion and at no cost to Customer (a) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching



Cyera's warranties under Section 8, (b) obtain a license for Customer's continued use of that Service in accordance with this Agreement, or, if Cyera, in its sole discretion, determines that options (a)-(b) are not commercially reasonable, (c) terminate Customer's subscriptions for that Service and refund Customer any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply to the extent that a Claim Against Customer arises from (i) Customer's use or combination of the Services or any part thereof with software, hardware, data, or processes not provided by Cyera or reasonably contemplated by the Documentation, if the Services or use thereof would not infringe without such combination, (ii) modifications to the Services made or authorized by Customer or (iii) Customer's breach of this Agreement or applicable Order Forms and Statements of Work. This Section 10.1 states Cyera's sole liability to, and Customer's exclusive remedy against, Cyera for any Claim Against Customer.

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

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

## 11. TERM AND TERMINATION

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

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

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

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



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

## 12. GENERAL PROVISIONS

12.1 Insurance. During the term of this Agreement, Cyera shall maintain, at its own expense, insurance coverage sufficient to protect against risks arising out of its operations under this Agreement, including, but not limited to, the types and minimum amounts of insurance specified below:

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

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

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

12.2 Export Compliance; Anti-Corruption. The Services, Cyera technology, and derivatives thereof may be subject to export laws and regulations of the United States and other applicable jurisdictions. Cyera and Customer each represents that it is not on any government list of persons or entities prohibited from receiving exports, accessing services, or transacting with the other party. Customer will not permit any Permitted User to access or use any Service in violation of any applicable export control or sanctions law or regulation, including those of the United States, the European Union, the United Kingdom, and other relevant authorities. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

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

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

12.5 Amendment and Waiver; Severability. No modification or amendment to any provision of this Agreement will be effective unless explicitly set forth in writing signed by each party's authorized representatives. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right or preclude any further exercise thereof or the exercise of any other right, remedy, or power. No waiver under this Agreement will be effective unless made in writing and signed by an authorized representative of the party granting the waiver. If any court of competent jurisdiction adjudges any provision of this Agreement to be to be illegal, unenforceable, or invalid, that provision will be limited or



eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable but will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

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

12.7 Notices. Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing or (c) except for notices of termination or an indemnifiable claim, the day of sending by email. Notices to Cyera will be addressed to the attention of Legal Department at Cyera US Inc., 500 7th Avenue, New York, NY 10018 or as updated by Cyera via written notice to Customer, with a copy to legal@cyera.io. Billing related notices to Customer will be addressed to the relevant billing contact designated by Customer, and legal notices to Customer will be addressed to Customer and be clearly identifiable as legal notices. All other notices to Customer will be addressed to the relevant Services system administrator designated by Customer in the Order Form.

12.8 Governing Law and Venue. This Agreement shall be governed by the laws of the State of \_\_\_\_\_, without regard to conflicts of law rules that would require the application of laws other than \_\_\_\_\_ law, and the competent state and federal courts located in \_\_\_\_\_ shall have exclusive jurisdiction to hear any disputes arising hereunder. Each party consents to the exclusive jurisdiction of those courts and waives any objection based on improper venue or forum non conveniens.

12.9 Miscellaneous. This Agreement is the entire agreement between Cyera and Customer regarding Customer's subscription to the Services and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. Customer agrees that any terms and conditions included in a purchase order, website, purchasing portal, or other ordering instrument issued by Customer (other than Order Forms and Statements of Work) will be of no force or effect even if signed or otherwise accepted or acknowledged by Cyera. In the event of any conflict or inconsistency among the following documents, the order of precedence will be: (a) this Agreement, (b) the DPA (if applicable), (c) Order Form and Statement of Work and (d) the Documentation. Titles and headings of sections of this Agreement are for convenience only and will not affect the construction of any provision of this Agreement. This Agreement may be executed electronically and in counterparts.



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

**CYERA**

**CUSTOMER**

By:

By:

Name:

Name:

Title:

Title:

Date:

Date: