

Click-Through Terms

These terms (these “Click-Through Terms”) form a separate agreement (a “**Click-Through Agreement**”) between Cynomi Ltd, an Israeli company with a place of business located at 3 Arik Einstein Street, Herzliya, Israel (“**Cynomi**”) and Portfolio Company (defined below), and govern Portfolio Company’s use of the AI Virtual CISO software (“**Software**”) provided by Cynomi on a SaaS basis through Clearlake Capital Group, L.P., a limited partnership formed under the laws of Delaware with its principal place of business located at 233 Wilshire Blvd Ste 800, Santa Monica, CA 90401 (the “**Clearlake**”).

1. **License and Use of Software:** The Portfolio Company is granted a non-exclusive, non-transferable, non-sublicensable, limited license to access and use the Software as part of the cybersecurity monitoring provided by the Clearlake (“**Cyber Security Monitoring**”). The term "**Portfolio Company**" means the company or business entity that accepts and agrees to be bound by the terms and conditions of this Agreement by clicking the "I Agree," "Accept," or similar acceptance mechanism or checkbox, presented during the login process thereby entering into this binding legal agreement. . This license is subject to the terms and conditions of this Click-Through Agreement and the Click-Through Terms herein.
2. **Ownership Rights:** The Software is licensed, not sold. Other than the limited license to use the Software, as expressly granted in these Click-Through Terms, all right, title, and interest, including any intellectual property rights evidenced by or embodied in, attached, connected, and/or related to the Software (and any and all improvements, modifications, and derivative works thereof) and any other products, deliverables, or services provided by Cynomi, are and shall remain owned solely by Cynomi or its licensors. Any anonymous information, which is derived from the use of the Software (i.e., metadata, aggregated and/or analytics information and/or intelligence relating to the operation, support, and/or Portfolio Company’s use of the Software) which is not personally identifiable information and which does not identify Portfolio Company (“**Analytics Information**”) may be used for providing the Software, for development, and/or for statistical purposes. Such Analytics Information is Cynomi's exclusive property.
3. **Portfolio Company Responsibilities:** The Portfolio Company is responsible for all activities that occur under its user account(s). The Portfolio Company shall: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all data submitted to the Software; (b) prevent unauthorized access to or use of the Software; and (c) comply with all applicable local, state, national, and foreign laws in using the Software.
4. **Prohibited Uses:** Portfolio Company must not, and shall not allow any person or third party to, directly or indirectly: (i) copy, modify, create derivative works of, make available or distribute, publicly perform, or display any part of the Software (including by incorporation into its products), or use the Software to develop any service or product that is the same as (or substantially similar to) it; (ii) sell, license, lease, assign, transfer, pledge, rent, sublicense, or share the Software with any third party (including but not limited to offering the Software as part of a time-sharing, outsourcing, or service bureau environment); (iii) use any “open source” or “copyleft software” in a manner that would require Cynomi to disclose the source code of the Software to any third party; (iv) disclose the results of any testing or benchmarking of the Software to any third party; (v) disassemble, decompile, decrypt, reverse engineer, extract, or otherwise attempt to discover the Software’s source code or non-literal aspects (such as the

underlying structure, sequence, organization, file formats, non-public APIs, ideas, or algorithms); (vi) remove or alter any trademarks or other proprietary right notices displayed on or in the Software; (vii) circumvent, disable, or otherwise interfere with security-related features of the Software or features that enforce use limitations; (viii) export, make available, or use the Software in any manner prohibited by applicable laws; and/or (ix) store or transmit any malicious code (e.g., software viruses, Trojan horses, worms, robots, malware, spyware, or other computer instructions, devices, or techniques that erase data or programming, infect, disrupt, damage, disable, or shut down a computer system or any component of such computer system) or other unlawful material in connection with the Software.

5. **Confidentiality:** Each Party (as “**Receiving Party**”) will: (a) protect the Confidential Information (defined below) of the other Party (including, in the case of Portfolio Company, Confidential Information of Portfolio Company either provided by Clearlake or provided directly by Portfolio Company) (the “**Disclosing Party**”) that the Receiving Party receives, using the same degree of care that Receiving Party uses to protect its own Confidential Information of like kind (but not less than reasonable care); (b) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement; and (c) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of Receiving Party and its Affiliates' employees, contractors, and professional advisors (such as lawyers and accountants) who need that access for purposes consistent with this Agreement and who are bound by obligations of confidentiality to the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Nothing herein shall prevent either party from disclosing Confidential Information to the extent required by applicable law, rule (including the rules of any self-regulatory body with jurisdiction over the Receiving Party), regulation, or court order (collectively, “**Law**”); *provided* that if Receiving Party is required by Law to disclose Confidential Information, then Receiving Party shall, to the extent reasonably practical and legally permitted, provide Disclosing Party with advance written notice and cooperate in any effort to obtain confidential treatment of the Confidential Information including, without limitation, the opportunity to seek appropriate administrative or judicial relief at Disclosing Party’s sole expense. The Receiving Party acknowledges that disclosure of Confidential Information may cause substantial harm for which damages alone may not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party, the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law. “**Confidential Information**” means all information that is identified as confidential at the time of disclosure by the Disclosing Party or reasonably should be known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and/or the circumstances surrounding the disclosure. Confidential Information shall not, however, include information that: (a) was rightfully in Receiving Party's possession or known to it (on a non-confidential basis) prior to receipt of the Confidential Information; (b) is or has become public knowledge through no fault of the Receiving Party; (c) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation to the Disclosing Party; or (d) is independently developed by the Receiving Party.
6. **Data Protection.** “**Portfolio Company Data**” shall mean all data, information, or other content submitted or uploaded to the Software, or otherwise provided or made available to Cynomi, by or on behalf of Portfolio Company. Portfolio Company is solely responsible for the legality, accuracy, and quality of Portfolio Company Data, such as for ensuring that Portfolio Company's collection, processing, storage, and transmission of Portfolio Company Data is compliant with all applicable laws and regulations, as well as any and all privacy policies, agreements, or other obligations Portfolio Company may maintain or enter into with Clearlake. Portfolio Company

represents and warrants that it has obtained and will maintain all required consents and licenses, and will maintain all ongoing legal bases under relevant privacy laws and regulations (if applicable), necessary to provide, make available, and otherwise expose Portfolio Company Data to Cynomi and to allow Cynomi to collect, use, store, process, and otherwise handle the Portfolio Company Data as contemplated by this Agreement.

7. **Data Privacy.** Portfolio Company hereby grants to Cynomi and its affiliates a worldwide, non-exclusive, royalty-free, paid-up, sublicensable (to Cynomi's data subprocessors, as well as to third-party service providers engaged by Cynomi in the provision of the Software), right and license to copy, process, create derivative works of, modify, adapt, and otherwise use the Portfolio Company Data (in any media, now known or hereafter developed): (A) during the Term of this Agreement, for the purpose of performing under this Agreement; and/or (B) on a perpetual basis, and provided the Portfolio Company Data is anonymized of any personal data, for the purpose of generally enhancing the Software (such as developing new features and functionalities).
8. **Data Security and Privacy:** The Portfolio Company agrees to adhere to all applicable data protection laws and regulations. The Portfolio Company is responsible for maintaining the confidentiality and security of its data.
9. **No Representations or Warranties by Cynomi:** THE PORTFOLIO COMPANY ACKNOWLEDGES THAT CYNOMI MAKES NO REPRESENTATIONS, WARRANTIES, PROMISES, OR GUARANTEES OF ANY KIND WITH RESPECT TO THE SOFTWARE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
10. **LIMITATION OF LIABILITY:** EXCEPT FOR IN CONNECTION WITH CLAIMS OR CAUSES OF ACTION ARISING FROM CYNOMI'S FRAUD, GROSS NEGLIGENCE, WILFUL MISCONDUCT, DATA BREACH, PRIVACY BREACH, BREACH OF CONFIDENTIALITY, OR LAWS, RULES AND REGULATIONS, INCLUDING APPLICABLE LAWS RULES AND REGULATIONS REGARDING DATA PROTECTION, PERSONAL INFORMATION PROTECTION, AND LAWS DESIGNED TO PREVENT INSIDER TRADING AND/OR MARKET MANIPULATION (SUCH CLAIMS "**EXCLUDED CLAIMS**"), CYNOMI SHALL BEAR NO LIABILITY WHATSOEVER TO THE PORTFOLIO COMPANY ARISING OUT OF OR IN RELATION TO ITS USE OF AND ACCESS TO THE SOFTWARE, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, LOSS OF PROFITS OR REVENUE, LOSS OF OR DAMAGE TO GOODWILL OR REPUTATION, OR LOSS OF DATA, OR LOSS OF USE, REGARDLESS OF WHETHER CYNOMI WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, WITH RESPECT TO ANY EXCLUDED CLAIMS, CYNOMI'S AND ITS AFFILIATES' AND SUPPLIERS' TOTAL AGGREGATE LIABILITY SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THREE (3) TIMES THE FEES PAID BY CLEARLAKE TO CYNOMI FOR ONE PORTFOLIO COMPANY'S USE OF AND ACCESS TO THE SOFTWARE AS PART OF THE CYBER SECURITY MONITORING DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY, EXCEPT THAT THIS LIMITATION SHALL NOT APPLY TO DAMAGES RESULTING FROM CYNOMI'S FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING FOR THE AVOIDANCE OF DOUBT TO THE EXTENT THAT

CYNOMI'S FRAUD, GROSS NEGLIGENCE OR WILFUL MISCONDUCT IS IN CONNECTION WITH A DATA BREACH, PRIVACY BREACH, OR BREACH OF CONFIDENTIALITY).

11. **Indemnification:** Except for Excluded Claims the Portfolio Company agrees to indemnify and hold Cynomi, its affiliates, and their respective officers, directors, employees, and agents harmless from any claim, demand, or proceeding made or initiated by any third party, and any associated liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to the Portfolio Company's use of or access to the Software, the violation of these Click-Through Terms by the Portfolio Company, or the infringement by the Portfolio Company, or other users of the Software using the Portfolio Company's account, of any intellectual property or other rights of any person or entity.
12. Notwithstanding anything to the contrary in this Click-Through Agreement or otherwise, it is expressly agreed and acknowledged that any liability of Clearlake on the one hand and Portfolio Company on the other hand, shall be separate and distinct, and none of Clearlake and any of Clearlake's controlled affiliates including any other Portfolio Company of Clearlake shall be deemed to be jointly liable under these Click-Through Terms or otherwise.

The rights and obligations between Cynomi and Clearlake are be governed by a separate agreement (the "Partnership Agreement"). Portfolio Company is not a party to the Partnership Agreement. It is agreed and acknowledged that the payment obligations under the Partnership Agreement are the responsibility of Clearlake but that Clearlake may at its discretion charge the Portfolio Company for the Cybersecurity Monitoring or cause the Portfolio Company to bear its pro-rata portion of the Software herein.

13. **Termination:** These Click-Through Terms are subject to termination on written notice to Portfolio Company in the event that the Partnership Agreement is terminated in accordance with the terms and conditions of the Partnership Agreement. Notwithstanding the foregoing, the license granted to the Portfolio Company shall automatically terminate in the event of any breach of these Click-Through Terms by the Portfolio Company. Upon termination of these Click-Through Terms, the Portfolio Company must cease all use of and access to the Software and destroy all copies of any Software documentation.

[End of Click-Through Agreement]