

## END USER SUBSCRIPTION AGREEMENT

**Cyren Web Security (CWS)**  
**Cyren Email Security (CES)**  
**Cyren DNS Security (DNS)**

THE SERVICES REFERENCED HEREIN ARE PROVIDED ONLY ON THE CONDITION THAT THE SUBSCRIBER AGREES TO THE TERMS AND CONDITIONS IN THIS SUBSCRIPTION AGREEMENT AND THE MATERIALS REFERENCED HEREIN (TOGETHER THE “AGREEMENT”) BETWEEN SUBSCRIBER AND CYREN. BY ACCEPTING THIS AGREEMENT OR BY USING THE SERVICES, SUBSCRIBER ACKNOWLEDGES IT HAS READ, UNDERSTANDS, AND AGREES TO BE BOUND BY THIS AGREEMENT.

OTHER THAN AS SET FORTH HEREIN, IN ORDER TO USE OR RECEIVE THE BENEFITS OF ANY SERVICE, YOU MUST PURCHASE THE APPLICABLE SERVICE THROUGH AN ORDER WITH CYREN OR VIA A CYREN AUTHORIZED DISTRIBUTOR OR RESELLER.

IF YOU HAVE ARRIVED AT THIS PAGE DURING THE PROCESS OF INSTALLING, DOWNLOADING, ACCESSING, OR DEPLOYING A SERVICE, YOU ACKNOWLEDGE AND AGREE THAT BY PROCEEDING WITH THE INSTALLATION, DOWNLOAD, ACCESS, DEPLOYMENT, OR USE OF THE SERVICE, YOU SHALL BE BOUND BY THE TERMS AND CONDITIONS IN THIS AGREEMENT. IF YOU DO NOT UNCONDITIONALLY AGREE TO THE FOREGOING, DISCONTINUE THE INSTALLATION, DOWNLOAD, ACCESS, DEPLOYMENT, OR USE. IF YOU PROCEED WITH INSTALLATION, DOWNLOAD, ACCESS, DEPLOYMENT, OR USE, YOU ARE REPRESENTING AND WARRANTING THAT YOU ARE AUTHORIZED TO BIND THE SUBSCRIBER.

### 1. Definitions.

“**Affiliate**” means, an entity controlling, controlled by, or under common control with Subscriber, where control is established by a majority ownership (greater than 50%) in or over an entity).

“**Cyren**” means (i) Cyren GmbH, which has its registered address at Hardenbergplatz 2, 10623 Berlin, Germany, or (ii) if an Order has been placed, the Cyren entity with whom an Order has been placed referencing this Agreement (as listed on such Order).

“**Databases**” means proprietary database(s) of URL addresses, email addresses, Malware, applications and other valuable information.

“**Database Updates**” means changes to the content of the Databases.

“**Documentation**” means the Services-related installation instructions, manuals, release notes, operating instructions, etc., in any format, as may be periodically updated and made generally available to Subscriber.

“**Malware**” means computer software or program code that is designed to damage or reduce the performance or security of a computer program or data.

“**Online Management Console**” or “**OMC**” means a web-based facility that is used by Subscriber to configure and manage the Services.

“**Order**” means a purchase commitment mutually agreed upon between (1) Cyren and Subscriber, or (2) a Cyren authorized distributor or reseller and Subscriber.

“**Permitted Capacity**” means the maximum number of permitted Users or APs and any other license metrics set forth in the Order.

“**Services**” means Cyren’s CWS, CES and DNS service offerings and includes all related Databases, Database Updates, Software and Software Upgrades, together with applicable Documentation and media.

“**Software**” means Cyren’s proprietary software applications.

“**Software Upgrades**” means certain modifications or revisions to the Software.

“**Subscriber**” means the company, Affiliates, and/or other legal entity that has placed an Order and registered its details on the Cyren OMC at <https://us.cpsserv.com> or <https://eu.cpsserv.com> in order to receive the Services, and its Affiliates.

“**Subscription**” means a personal, non-exclusive, nontransferable right to use the Services listed in the Order, in accordance with the terms of this Agreement and the Order.

“**Subscription Fees**” means the agreed upon fees in the Order.

“**Subscription Term**” means the agreed upon time period in the Order.

“**Support Services**” means the support services provided by Cyren with respect to each applicable Service, including Support Services provided through a TAM, as further described in the Cyren Support Services datasheet posted at [www.cyren.com/legal](http://www.cyren.com/legal).

“**TAM**” means a Technical Account Manager

“**User**” means (i) for CWS, any (a) person utilizing Subscriber’s or an Affiliate’s network (via no more than 5 devices) or (b) device not associated with a person, in each case with access to the Services (directly or indirectly), including any employee, contractor or guest of Subscriber or an Affiliate of Subscriber; or (ii) for CES a separate email address or account that receives electronic messages or data within Subscriber’s or an Affiliate’s email system or network (for CES, up to 5 aliases may be considered one User).

#### CWS Definitions

“**Average Bandwidth Per User**” means the total bandwidth used in the performance of CWS by a Subscriber and all of its Affiliates, divided by the number of Users used by such Subscriber and all of its Affiliates.

“**Bandwidth Baseline**” means the Average Bandwidth Per User over the 90-day period following the start of the CWS service.

“**CWS**” means the Cyren Web Security service set forth in the Order including Databases, Database Updates, Software and Software Upgrades together with applicable documentation and media.

“**Web Content**” means any data and requests for data processed by CWS including but not restricted to that accessed using the Internet protocols HTTP and HTTPS.

#### CES Definitions

“**Average Emails**” means the total number of emails processed by the CES service divided by the number of Users in the Order.

“**CES**” means the Cyren Email Security service set forth in the Order including Databases, Database Updates, Software and Software Upgrades together with applicable documentation and media.

“**Open Relay**” means an email server configured to receive email from an unauthorized third party and that forwards the email to other recipients who are not part of the server’s email network.

“**Spam**” means a large number of unsolicited email messages (typically over 500 per month) with similar content sent or received in a single operation or a series of related operations.

#### DNS Definitions

An “**Access Point**” or “**AP**” means a networking device that allows a Wi-Fi compliant device to connect to a wired network, including routers and extenders, in each case, that configures Cyren’s DNS Security Service.

“**DNS**” means the Cyren DNS Security service set forth in the Order including Databases, Database Updates, Software and Software Upgrades together with applicable documentation and media.

## **2. Subscription and Grant of Right to Use.**

2.1 Subject to the terms and conditions of this Agreement, and timely payment of the applicable fees in accordance with the Order, Cyren hereby provides to Subscriber the Subscription at the Permitted Capacity for the duration of the Subscription Term. Subscriber may use the Services solely for Subscriber’s own internal business operations (not for the benefit of any other person or entity) during the Subscription Term, provided Subscriber has paid and continues to pay the Subscription Fees. Subscription Fees are nonrefundable. Subscriber may not rent, lease or timeshare the Services or provide subscription services for the Services or permit others to do so. Subject to the terms of this Agreement, Subscriber may allow its agents and independent contractors to use the Services solely for the benefit of Subscriber; provided, however, Subscriber remains responsible for the compliance of all such agents and independent contractor with the terms and conditions of this Agreement, and for the actions, omissions or breach by such agents and independent contractors. Any other use of the Services by any other entity is forbidden and a violation of this Agreement. Subscriber understands that its right to use the Services is limited by the Permitted Capacity purchased, and Subscriber (together with its Affiliates) may in no event exceed the Permitted Capacity authorized in the applicable Order. If Subscriber’s use (together with its Affiliates) exceeds the Permitted Capacity, Subscriber must purchase additional Permitted Capacity sufficient for the balance of the then-current Subscription Term to cover the excess use.

2.2 All Orders shall be governed by the terms and conditions in this Agreement. For clarity, Cyren will not be obligated to provide any Services to Subscriber until a valid Order for such Services has been received and accepted by Cyren. Subscriber agrees that its subscription for Services is not based upon expectations of any future functionality or features.

### **3. Provision of Services.**

3.1 Cyren will use commercially reasonable efforts to provide the Services for the Subscription Term. Service status for the Services may be found at: <https://www.cyren.com/service-status.html>. Technical Support for the Services may be found under the Help or Support tabs in the Cyren OMC.

3.2 Cyren reserves the right to suspend Subscriber's access to, or use of, the Services, if (i) required by law or so directed by a court or competent authority, (ii) you are, or are suspected of, using the Software for fraudulent or illegal activities or (iii) Cyren determines that its network, or the security or proper function of the Services, would be threatened or compromised due to, hacking, denial of service attacks or other activities originating from or directed at Subscriber's network (each, a "Software Suspension"). Cyren will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Software Suspension to Subscriber and Cyren will work with Subscriber to resolve the issues. Subject to Section 10, Cyren will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that you may incur as a result of any Software Suspension.

3.3 If the Services are suspended or terminated, Cyren will reverse all configuration changes made during Service enrollment. It is Subscriber's responsibility to make the server configuration changes necessary to reroute email for CES and/or reroute Web Content for CWS, as applicable.

3.4 Cyren may modify, enhance, replace, or make additions to the Services. Cyren may collect information concerning Malware, Spam and other data concerning malicious or harmful programs passing through the Services. Cyren may use such information for the purposes of developing, analyzing, maintaining, reporting on, and enhancing the Cyren Services and products. Cyren may share malware signatures with third parties. Cyren may disclose such information as required by law or to cooperate with a bona fide law enforcement investigation.

3.5 Cyren incurs significant bandwidth costs in providing the Services to Subscribers. As a result, if (i) Subscriber's Average Bandwidth Per User increases above Subscriber's Bandwidth Baseline by more than one-hundred percent (100%) for during any ninety (90) day period, or (ii) if

Subscriber's service consumption increases above one million DNS transactions per month per location, Cyren may notify Subscriber or its applicable distributor or reseller and Subscriber agrees to work with Cyren (or the applicable distributor or reseller) in good faith on a bandwidth reduction plan or to renegotiate pricing for the remainder of the Subscription Term. If the parties are unable to reach a mutually agreeable solution within thirty (30) days, then Cyren or the applicable distributor or reseller may, upon thirty (30) days' written notice, terminate the remaining portion of the Subscription Term without any liability to either party, except that Cyren shall refund to the Subscriber or to the applicable distributor or reseller any pre-paid fees pro-rated for the unused portion of the Subscription Term.

### **4. Support Services and Warranty.**

4.1 Cyren warrants that the Support Services, will be performed in a professional manner in accordance with industry standards for similar services, but does not guarantee that every issue will be resolved. Cyren's provision of Support Services, through a TAM or otherwise, does not include services requested as a result of causes or errors which are not attributable to Cyren and/or its authorized agents. If Cyren determines that there is a defect in the Services, Cyren will provide a remedy in the form of a workaround, or another version of the Services that includes a fix for the defect. Subscriber agrees to provide reasonable support information necessary to understand and resolve the incident, which may include log files, configuration files and/or error messages.

4.2 Support Services (including via a TAM, if applicable) will continue for the same length of time as the Subscription Term. Support Services (including a TAM) will automatically terminate upon the termination or expiration of the Subscription Term.

### **5. Subscriber Obligations.**

5.1 Subscriber will (a) comply with all applicable laws, statutes, regulations and ordinances, (b) only use the Services for legitimate business purposes and (c) not use the Services for illegitimate purposes which includes, but is not limited to, the transmission of Spam, Malware, or excessive email.

5.2 If Cyren, in its discretion, determines that Subscriber is using the Services to distribute Spam or Malware, or for any other illegitimate purpose, Cyren may suspend the Services until the problem is resolved or terminate the Services. A suspension or termination in such case will not result in any refund to Subscriber.

5.3 Cyren may, at any time, test whether Subscriber's email system is acting as an Open Relay. If Cyren, in its discretion, determines that Subscriber's email system is acting as an Open Relay, Cyren will inform Subscriber and may suspend the provision of CES until the problem is resolved or terminate the Services. A suspension in such case will not result in any refund to Subscriber.

5.4 Subscriber represents and warrants that it is authorized to receive the Services and that the receipt of the Services by Subscriber does not violate any applicable law or any statute or violate any contractual obligations that Subscriber has to any third party. Subscriber shall obtain all necessary consents from users of its systems (including all employees and independent contractors) in order to employ the Services, including regarding the interception, reading, copying or filtering of emails and attachments. Subscriber shall not use the Services to filter, screen, manage or censor Internet content for consumers without permission from the affected consumers and Cyren's express prior written approval which may be withheld in Cyren's sole discretion.

5.5 Subscriber will defend, indemnify and hold Cyren harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with any claims, demands, suits, or proceedings ("**Claims**") made or brought against Cyren or its Affiliates by a third party alleging arising out of or related to Subscriber's or its Affiliates or personnel (i) violation of its obligations in this Section 5; (ii) infringement of intellectual property rights; (iii) civil or criminal offenses; (iv) transmission or posting of obscene, indecent, or pornographic materials; (v) transmission or posting of any material which is slanderous, defamatory, offensive, abusive, or menacing or which causes annoyance or needless anxiety to any other person; or (vi) transmission of information through the Services.

## **6. Fees and Payment Terms.**

This section applies if Subscriber has placed an Order directly with Cyren.

6.1 Fees and payment terms are specified in the applicable Order. Except as otherwise expressly specified in the Order, all recurring payment obligations start from the execution of the Order. Cyren may increase recurring fees applicable for a Renewal Term (in accordance with Section 11.1) upon at least 60 days' written notice or as otherwise stated in the Order. Unless otherwise noted in the Order, payment of all fees is due 30 days after the invoice date. Interest accrues on past due balances at the lesser of 1.5% per month or the highest rate allowed by law. Failure to make timely payments is a material breach of the Agreement and Cyren will be

entitled to suspend any or all of its performance obligations hereunder in accordance with the provisions of Section 11 and to modify the payment terms, including requiring full payment before Cyren performs any obligations in this Agreement. Subscriber will be liable for, and shall reimburse Cyren for, any expenses incurred, including interest and reasonable attorney fees, in collecting amounts due to Cyren.

## **7. Intellectual Property Rights.**

7.1 The Services and all related intellectual property rights are the exclusive property of Cyren or its licensors. All right, title and interest in and to the Services, any modifications, translations, or derivatives thereof, even if unauthorized, and all applicable rights in patents, copyrights, trade secrets, trademarks and all intellectual property rights in the Services remain exclusively with Cyren or its licensors. The Services are valuable, proprietary, and unique, and Subscriber agrees to be bound by and observe the proprietary nature of the Services. The Services contain material that is protected by patent, copyright and trade secret law, and by international treaty provisions. Subscriber may not remove any proprietary notice of Cyren or any third party. All rights not granted to Subscriber in this Agreement are reserved to Cyren. No ownership of the Services passes to Subscriber. Cyren may make changes to the Services at any time without notice. Except as expressly provided for herein, Cyren grants no express or implied right under Cyren patents, copyrights, trademarks, or other intellectual property. No rights are granted hereunder by estoppel or by implication.

7.2 If you send or transmit any communications, comments, questions, suggestions, or related materials to Cyren, whether by letter, e-mail, telephone, or otherwise ("**Feedback**"), suggesting or recommending changes to Cyren's Software or Services, including, without limitation, new features or functionality relating thereto, you grant to Cyren an exclusive, transferable, sub-licensable, unlimited, perpetual, and worldwide license to use, copy, and otherwise utilize or commercialize such Feedback in any manner known or conceived in the future. If requested by Cyren, you agree to assist Cyren, at Cyren's expense, in perfecting, recording and enforcing such rights. You agree and understand that Cyren is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and you have no right to compel such use, display, reproduction, or distribution.

## 8. Protection and Restrictions.

8.1 Each party (the “**Disclosing Party**”) may disclose to the other (the “**Receiving Party**”) certain confidential technical and business information which the Disclosing Party desires the Receiving Party to treat as confidential. “**Confidential Information**” means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally, electronically or by inspection of tangible objects (including without limitation documents, prototypes, equipment, technical data, trade secrets and know-how, product plans, Services, services, suppliers, customer lists and customer information, prices and costs, markets, software, databases, developments, inventions, processes, formulas, technology, employee information, designs, drawings, engineering, hardware configuration information, marketing, licenses, finances, budgets and other business information), which is designated as “Confidential,” “Proprietary” or some similar designation at or prior to the time of disclosure, or which should otherwise reasonably be considered confidential by the Receiving Party. Confidential Information may also include information disclosed to a Disclosing Party by third parties. Confidential Information shall not, however, include any information which the Receiving Party can document (i) was publicly known and made generally available prior to the time of disclosure by the Disclosing Party or an authorized third party; (ii) becomes publicly known and made generally available after disclosure through no action or inaction of the Receiving Party in violation of any obligation of confidentiality; (iii) is already in the possession of the Receiving Party at the time of disclosure; (iv) is lawfully obtained by the Receiving Party from a third party without a breach of such third party’s obligations of confidentiality; or (v) is independently developed by the Receiving Party without use of or reference to the Disclosing Party’s Confidential Information.

8.2 Each party agrees that all Confidential Information of the other party will be treated by the Receiving Party as non-public confidential information and will not be disclosed to any person other than Disclosing Party and employees and contractors of Receiving Party on a need-to-know basis and that Receiving Party will protect the confidentiality of such Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information, but in no event with less than a reasonable standard of care. Furthermore, each party agrees to only use the Confidential Information of the other party for purposes of carrying out its rights and obligations under this Agreement.

8.3 Subscriber will take all reasonable steps to safeguard the Services to ensure that no unauthorized person has access and

that no unauthorized copy, publication, disclosure or distribution, in any form is made. The Services contain valuable, confidential information and trade secrets and unauthorized use or copying is harmful to Cyren. Except where such rights cannot be excluded under sections 69d (2)-(3), 69e and 69g of the German Copyright Act, Subscriber may not directly or indirectly transfer, assign, publish, display, disclose, rent, lease, modify, loan, distribute, or create derivative works based on the Services or any part thereof. Subscriber may not, in whole or in part, reverse engineer, decompile, translate, adapt, disassemble or seek the source code of the Services. Subscriber may not, and shall not allow third parties to, publish, distribute or disclose the results of any benchmark tests performed on the Services without Cyren’s prior written approval or allow access to, provide, divulge or make available the Services to any user other than Subscriber’s employees and individual contractors who have a need to such access and who shall be bound by nondisclosure obligations that are at least as restrictive as the terms contained herein. Subscriber may also not, directly or indirectly, write or develop any derivative works based upon the Services, modify, adapt, translate or otherwise make any changes to the Services or any part thereof; use the Services to provide processing services to third parties, or use any third-party software included in the Services, if applicable, independently from the Services.

## 9. Limited Warranty.

9.1 WITH REGARD TO THE SOFTWARE, THE MANDATORY WARRANTY RIGHTS APPLY, IN PARTICULAR SECTIONS 437, 536 AND 536a OF THE GERMAN CIVIL CODE.

9.2 For the Subscription Term, Cyren warrants that the Services, when used in accordance with the Documentation, will operate in substantial conformance with the then current Cyren published Documentation under normal use. Subject to Section 9.1 and the liability provided for in Section 10, Cyren does not warrant that: (A) the Services will (i) satisfy Subscriber’s requirements, (ii) operate without interruption or error, (iii) always locate or block access to or transmission of all desired addresses, emails, Malware, applications and/or files, or (iv) identify every transmission or file that should potentially be located or blocked; or (B) data contained in the Databases will be (i) appropriately categorized or (ii) that the algorithms used in the Services will be complete or accurate.

9.3 Cyren will use reasonable efforts to remedy any significant non-conformance in the Services which is reported to Cyren and that Cyren can reasonably identify and confirm. Cyren at its discretion will repair or replace any such non-

conforming or defective Services, or refund a pro-rata portion of the prepaid and unused Subscription Fees paid for the remainder of the then current term. Subject to Section 10, this Section 9 sets forth Subscriber's sole and exclusive remedy and Cyren's entire liability for any breach of warranty or other duty related to the Services. Any unauthorized modification of the Services, tampering with the Services, use of the Services inconsistent with the accompanying Documentation, or related breach of this Agreement voids the warranty. EXCEPT AS EXPLICITLY STATED AND TO THE EXTENT ALLOWED BY LAW, CYREN PROVIDES NO OTHER WARRANTIES, EXPRESS, OR IMPLIED OR STATUTORY, AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR FITNESS FOR A PARTICULAR PURPOSE AND FREEDOM FROM PROGRAM ERRORS, VIRUSES OR ANY OTHER MALICIOUS CODE WITH RESPECT TO THE SERVICES.

#### **10. Limitation of Liability.**

10.1 CYREN'S LIABILITY FOR NEGLIGENCE, OTHER THAN GROSS NEGLIGENCE, OF CYREN, ITS DIRECTORS, OFFICERS OR OTHER VICARIOUS AGENTS IN CASE OF DAMAGE THAT RESULTS FROM A BREACH OF A MATERIAL CONTRACTUAL OBLIGATION SHALL BE LIMITED TO THE AMOUNT REASONABLY FORESEEABLE AND IN NO CASE SHALL EXCEED THE TOTAL AMOUNT PAID BY SUBSCRIBER TO CYREN FOR THE APPLICABLE SERVICES DURING THE ONE YEAR PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO CYREN'S LIABILITY.

10.2 SUBJECT TO CLAUSES 10.1 ABOVE, ANY OTHER LIABILITY OF CYREN IS EXCLUDED.

10.3 WHERE LIABILITY IS LIMITED IN ACCORDANCE WITH CLAUSE 10.1, CYREN WILL NOT BE LIABLE FOR LOST PROFITS OR ANY OTHER INDIRECT DAMAGES.

#### **11. Term and Termination.**

11.1 This Agreement is effective until the end of the Subscription Term, unless (i) earlier terminated by either party pursuant to the terms and conditions hereof or (ii) the parties have agreed in the Order that the subscription term will automatically renew, in which case the Subscription Term shall renew for additional one year terms (each, a "Renewal Term") unless prior written notice is provided by either party

to the other party within the timeframe noted in the Order. Renewal Terms shall be considered part of the Subscription Term. Cyren may increase recurring fees applicable for a Renewal Term upon (i) at least 60 days' written notice or (ii) as otherwise stated in the Order. Orders may not be cancelled, and there shall be no fee adjustments or refunds for any reason, including decreases in usage, or otherwise during the Subscription Term. Upon termination or expiration of the Subscription Term, Subscriber's right to use the Products terminates.

11.2 **Evaluation Use.** Notwithstanding anything to the contrary in this Agreement, if the Services are provided to you for evaluation purposes, whether via online registration, an Order or otherwise, then you may use the Services only for internal evaluation purposes for a maximum of 30 days (or such other period specified by Cyren in writing at its sole discretion (the "Evaluation Period")). Prior to the end of the Evaluation Period, you may contact Cyren to subscribe to the Services to continue using the Services pursuant to the terms of this Agreement. During the Evaluation Period, use of the Services are subject to the terms and conditions of this Agreement except that the Services are provided on an AS IS basis and no use of the Services for penetration testing is permissible. Cyren may terminate the Evaluation Period at any time, and without notice, if it determines in its sole discretion that the Services are being misused. If you elect not to subscribe for the Services prior to the end of the Evaluation Period, the Services will terminate on the last day of the Evaluation Period.

11.3 Either party may terminate this Agreement and any Order if (i) if the other party breaches any terms and conditions of this Agreement or the applicable Order and does not cure such breach within thirty (30) days of receiving notice of such breach (the "Cure Period"); (ii) if the other party cease business operations or (iii) the other party becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Notwithstanding the foregoing, Cyren may terminate this Agreement and any Order immediately in the event that Subscriber has breached any restriction set forth in Section 5.1 or 8.3, and in Cyren's determination, such breach cannot be adequately cured within the Cure Period.

11.4 Cyren may terminate this Agreement upon 30 days' written notice to Subscriber if (i) in any one calendar month the Average Bandwidth Per User is greater than 20GB or (ii) with respect to the CES Service, if in any one calendar month the Average Emails per User is greater than thirty thousand (30,000). This Agreement may also be terminated in accordance with Section 3.5 herein.

11.5 Subscriber may terminate this Agreement at any time upon written notice to Cyren, *provided however*, that Subscriber shall remain liable for all amounts set forth on the Order in respect of the full Subscription Term set forth in the Order and shall not be entitled to a refund of any prepaid or other fees.

11.6 Upon termination or expiration of this Agreement for any reason, Subscriber must uninstall any Software, cease using and destroy or return all copies of the Services to Cyren, and certify in writing that all known copies thereof, including backup copies, have been destroyed. Sections 1, 5-10, 14 and 15 shall survive the termination of this Agreement.

**12. US Government Restricted Rights.** The Services and Documentation are “commercial items”, “commercial computer software” and “commercial computer software documentation,” pursuant to DFAR section 227.7202 and FAR section 12.212, as applicable. All Services and Documentation are and were developed solely at private expense. Any use, modification, reproduction, release, performance, display or disclosure of the Services or Documentation by the US Government shall be governed solely by this Agreement and shall be prohibited except to the extent expressly permitted by this Agreement. Use of the Services by the U.S. Government constitutes acknowledgment of Cyren’s proprietary rights therein.

**13. Export.** Certain Services are subject to export controls of the United States and European Union (EU) (“Export Controls”). Export or diversion contrary to such Export Controls is prohibited. U.S. and EU laws prohibit export or re-export of the software or technology to specified countries or to a resident or national of those countries (“Prohibited Country” or “Prohibited Countries”). Such laws also prohibit export or re-export of the software or technology to any person or entity on the U.S. Department of Commerce Denied Persons List, Entities List or Unverified List; the U.S. Department of State Debarred List; or any of the lists administered by the U.S. Department of Treasury, including lists of Specially Designated Nationals, Specially Designated Terrorists or Specially Designated Narcotics Traffickers or listed in any restrictive measures (sanctions) lists administered by the EU (collectively, the “Lists”). Subscriber represents and warrants that it is not located in, or a resident or national, of any Prohibited Country; that it is not on any Lists and that it will comply with all applicable Export

Controls. Subscriber agrees to indemnify Cyren for any breach of this provision.

**14. Privacy.** Subscriber expressly consents to Cyren’s collection, storage, and processing of personal data in accordance with the terms and conditions in this Agreement and Cyren’s Privacy Policy, as may be updated periodically<sup>1</sup>. **THE PARTIES HEREBY ENTER INTO THE DATA PROCESSING AGREEMENT LOCATED AT [HTTPS://WWW.CYREN.COM/LEGAL](https://www.cyren.com/legal) (THE “DPA”) WHICH SHALL APPLY TO THE PROCESSING OF PERSONAL DATA BY OR ON BEHALF OF CYREN UNDER THIS AGREEMENT.**

**15. Publicity.** Subscriber agrees that Cyren is entitled to disclose and publicize, in the form of customer lists and on its web site, marketing materials and otherwise, the identity of Subscriber as a client of Cyren and display Subscriber’s name and/or logo on its web site or other marketing materials. Subscriber may revoke this consent by providing written notice to Cyren in accordance with Section 16 below.

**16. General.** By using the Services and Software, Subscriber consents to receiving certain electronic communications from Cyren regarding the Software and Services, including but not limited to (a) notices about Subscriber’s use of the Software and Services, including any notices concerning violations of use, (b) updates, and (c) where Subscriber agrees in accordance with applicable law, promotional information and materials regarding Cyren’s products, Software and Services, via electronic mail. For further information on how Cyren uses your personal information, how to change your preferences and to unsubscribe from promotional materials please see the Cyren Privacy Policy.

Subscriber agrees that any notices, agreements, disclosures, or other communications that Cyren sends to you electronically will satisfy any legal communication requirements. Subscriber may not transfer any of Subscriber’s rights to use the Services or assign this Agreement to another person or entity, without first obtaining prior written approval from Cyren. Cyren may assign all of its rights and obligations (by operation of law or otherwise) under this Agreement without Subscriber’s consent to a third party in connection with a change of control transaction or to a successor in interest (or its equivalent) of all or substantially all of its

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<sup>1</sup> <https://www.cyren.com/privacy.html>

relevant assets, whether by sale, merger, or otherwise. The failure of Cyren to comply with any provision of this Agreement due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, pandemic or actions of governmental authorities (excepting compliance with applicable codes and regulations) or other force majeure event will not be considered a breach of this Agreement. Notices sent to Cyren shall be sent by registered mail or courier to the attention of the General Counsel at 10 Ha-Menofim St. 5th Floor, Herzliya 4672561. Notices to Subscriber shall be sent by registered mail or courier to the billing address listed in the Order and addressed to Subscriber's Chief Financial Officer. Notices are considered to have been given at the time of actual delivery in person, two (2) business days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service. Either party may change its contact person for notices and/or address for notice by means of written notice to the other party given in accordance with this paragraph. If the entity from which Subscriber has purchased the Services is located in the United States, any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the federal laws of the United States and the laws of the State of Delaware, USA, without regard to or application of choice of laws, rules or principles, and both parties hereby consent to the exclusive jurisdiction of the competent state and federal courts in Delaware, USA. If the entity from which Subscriber has purchased the Services is located in any country outside of the United States, any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the laws of Germany and both parties hereby consent to the exclusive jurisdiction of the competent courts in Germany. Notwithstanding the previous two sentences, Cyren may seek an injunction or other equitable relief in any court of competent jurisdiction to protect its intellectual property. Both parties expressly waive any objections or defense based upon lack of personal jurisdiction or venue. This Agreement

constitutes the entire agreement between the parties regarding the subject matter herein and the parties have not relied on any promise, representation, or warranty, express or implied, that is not in this Agreement. Any waiver or modification of this Agreement is only effective if it is in writing and signed by both parties. If any part of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, such part shall be interpreted as necessary to give maximum effect to its provisions as possible under applicable law, and the remainder of this Agreement shall not be affected. Cyren is not obligated under any other agreements unless they are in writing and signed by an authorized representative of Cyren. If there are any inconsistencies between the English language version of this Agreement and any translated version, the English language version shall prevail. THIS AGREEMENT MAY BE PERIODICALLY UPDATED AND THE CURRENT VERSION WILL BE POSTED AT WWW.CYREN.COM/LEGAL. YOUR CONTINUED USE OF THE SERVICES, OR A RENEWAL OF A SUBSCRIPTION TERM, AFTER A REVISED AGREEMENT HAS BEEN POSTED CONSTITUTES YOUR ACCEPTANCE OF THE THEN CURRENT TERMS. HOWEVER, SHOULD ANY SUCH CHANGES OR UPDATES WHICH OCCUR DURING THE THEN-CURRENT SUBSCRIPTION TERM OR RENEWAL TERM MATERIALLY DIMINISH THE BENEFIT OF THIS AGREEMENT TO YOU, SUCH CHANGES WILL NOT TAKE EFFECT FOR YOU UNTIL THE START OF THE NEXT RENEWAL TERM. BY CONTINUING TO USE THE SERVICES, YOU WILL HAVE ACCEPTED THOSE CHANGES. IT IS YOUR RESPONSIBILITY TO CHECK THE THEN CURRENT VERSION OF THIS AGREEMENT ON THE CYREN WEBSITE FOR CHANGES.

**Last updated: August 1, 2020**