



URL LOOKUP API SUBSCRIPTION AGREEMENT

THE SERVICE REFERENCED HEREIN IS 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 SERVICE, SUBSCRIBER ACKNOWLEDGES IT HAS READ, UNDERSTANDS, AND HAS THE AUTHORITY TO ENTER INTO AND AGREES TO BE BOUND BY THIS AGREEMENT. IN ORDER TO USE OR RECEIVE THE BENEFITS OF THE SERVICE, YOU MUST PURCHASE THE 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 THE 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 PROCEED WITH INSTALLATION, DOWNLOAD, ACCESS, DEPLOYMENT, OR USE, YOU ARE REPRESENTING AND WARRANTING THAT YOU ARE AUTHORIZED TO BIND THE SUBSCRIBER.

1. Definitions:

- 1.1 **“Cyren”** means (i) for Subscribers in North America, Cyren Inc., a Delaware corporation with its principal place of business at 1430 Spring Hill Road, Suite 330 McLean, VA 22102, USA, (ii) for Subscribers in the European Union or United Kingdom, Cyren GmbH, a German company with its principal place of business at Heidestraße 10, 10557 Berlin, Germany, (iii) for other Subscribers, Cyren Ltd., an Israeli company with its principal place of business at 10 Ha-Menofim St. 5th Floor, Herzliya 4672561 or (iv) if an Order has been placed directly with Cyren, the Cyren entity with whom an Order has been placed referencing this Agreement (as listed on such Order).
- 1.2 **“Documentation”** shall mean any specifications, technical manuals and other materials provided by Cyren associated with the Services.
- 1.3 **“Intellectual Property Rights”** shall mean: (i) rights associated with works of authorship, including but not limited to copyrights, and all derivative works thereof, (ii) trademark and trade name rights and similar rights, (iii) trade secret rights, (iv) patents, designs, algorithms and other industrial property rights, (v) all other intellectual and industrial property rights whether arising by operation of law, contract, license, or otherwise, and (vi) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).
- 1.4 **“Order”** means a purchase commitment mutually agreed upon between (1) Cyren and Subscriber, or (2) a Cyren authorized distributor or reseller and Subscriber.
- 1.5 **“Service”** shall mean the URL Lookup API set forth in the Order. The Service shall include Updates and Documentation.

- 1.6 **“Software”** means Cyren’s proprietary software applications.
- 1.7 **“Subscriber”** means the company, Affiliates, and/or other legal entity that has (i) placed an Order to receive the Service or (ii) that has registered for an evaluation period per section 11.2 herein.
- 1.8 **“Subscription”** means a personal, non-exclusive, non-transferable right to use the Service, in accordance with the terms of this Agreement and the Order.
- 1.9 **“Subscription Fees”** means the fees set forth in the Order.
- 1.10 **“Subscription Term”** means the time period set forth in the Order whereby Subscriber may access the Services.
- 1.11 **“Support Services”** means the support services provided by Cyren with respect to the Service as further described in the Cyren Support Services datasheet posted at www.cyren.com/legal .
- 1.12 **“URL LookupAPI”** shall mean the Cyren URL Looking API service where customers may retrieve the Cyren category name(s) assigned to URLs using real-time HTTP requests.
- 1.13 **“Updates”** shall mean periodic updates to a Service. Updates provided under this Agreement shall be deemed part of the Service under the terms of this Agreement. All updates, enhancements and bug fixes for the Service will be made available to Subscriber no later than the date Cyren releases such updates, enhancements, and bug fixes to any of its other subscribers and at no additional charge. Cyren shall provide Subscriber with continuous Updates of the Service, in accordance with the Documentation.
- 1.14 **“You”** means the Subscriber.

2. Grant of Rights

- 2.1 Subject to the terms and conditions of this Agreement and the applicable Order, Cyren grants to Subscriber a Subscription to the Services for the duration of the Subscription Term. Subscriber may use the Service solely for Subscriber’s 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 Service or provide subscription services for the Service or permit others to do so. Subject to the terms of this Agreement, Subscriber may allow its employees and independent contractors to use the Service solely for the benefit of Subscriber; provided, however, Subscriber remains responsible for the compliance of all such employees and independent contractor with the terms and conditions of this Agreement, and for the actions, omissions or breach by such employees and independent contractors. Any other use of the Service by any other entity is forbidden and a violation of this Agreement.
- 2.2 All Orders shall be governed by the terms and conditions in this Agreement. For clarity, Cyren will not be obligated to provide the Service to Subscriber until a valid Order for the Service has been received and

accepted by Cyren. Subscriber agrees that its subscription for the Service is not based upon expectations of any future functionality or features.

2.3 Cyren will use commercially reasonable efforts to provide the Service for the Subscription Term. Cyren reserves the right to suspend Subscriber's access to, or use of, the Service, if (i) required by law or so directed by a court or competent authority, (ii) you have failed to pay the Subscription Fees when due, or (iii) you are, or are suspected of, using the Service for fraudulent or illegal activities (each, a "Service Suspension"). Cyren will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Subscriber and Cyren will work with Subscriber to resolve the issues. 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 Service Suspension.

2.4 Cyren may modify, enhance, replace, or make additions to the Service. Cyren may collect information concerning malware, spam and other data concerning malicious or harmful programs passing through the Service if applicable. Cyren may use such information for the purposes of developing, analyzing, maintaining, reporting on, and enhancing Cyren's services and products. Cyren may disclose such information as required by law or to cooperate with a bona fide law enforcement investigation.

2.5 Free Access Subscriptions.

2.5.1 Cyren may provide you access to the Services for free or on a trial basis ("Free Access Subscriptions") or with "alpha", "beta", or other early-stage integrations, or features ("Beta Releases"), which are optional for Subscriber to use. This Section will apply to any Free Access Subscriptions or Beta Releases and supersedes any contrary provision in this Agreement. Cyren may use good faith efforts in its discretion to assist Subscriber with Free Access Subscriptions or Beta Releases. Nevertheless, and without limiting the other disclaimers and limitations in this Agreement, SUBSCRIBER AGREES THAT ANY FREE ACCESS SUBSCRIPTION OR BETA RELEASES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY, SUPPORT, MAINTENANCE, STORAGE, SLA, OR INDEMNITY OBLIGATIONS OF ANY KIND. WITH RESPECT TO BETA RELEASES, SUBSCRIBER FURTHER ACKNOWLEDGES AND AGREES THAT BETA RELEASES MAY NOT BE COMPLETE OR FULLY FUNCTIONAL AND MAY CONTAIN BUGS, ERRORS, OMISSIONS, AND OTHER PROBLEMS FOR WHICH CYREN WILL NOT BE RESPONSIBLE. ACCORDINGLY, ANY USE OF BETA RELEASES ARE AT SUBSCRIBER'S SOLE RISK. Cyren makes no promises that future versions of Beta Releases will be released or will be available under the same commercial or other terms. Cyren may terminate Customer's right to use any Free Access Subscriptions or Beta Releases at any time for any reason or no reason in Cyren sole discretion, without liability.

2.5.2 If the Service is provided to Subscriber for evaluation purposes, whether via online registration, an Order or otherwise, then Subscriber may use the Service 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, Subscriber may contact Cyren to subscribe to the Service to continue using the Service pursuant to the terms of this Agreement.

During the Evaluation Period, use of the Service is subject to the terms and conditions of this Agreement except that the Service is provided on an AS IS basis without any warranties of any kind and no use of the Service 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 Service is being misused. If Subscriber elects not to subscribe to the Service prior to the end of the Evaluation Period, the Service will terminate on the last day of the Evaluation Period and Subscriber must delete all software, data and other components (including Documentation) related to the Service at the end of the Evaluation Period, and confirm those deletions in writing to Cyren, or Subscriber will be invoiced for the then-current list price for the Service. Any data Subscriber enters into the Service during the Evaluation Period and any configurations made to the Service by or for Subscriber during the Evaluation Period may be permanently lost unless Subscriber purchases a subscription to the Service.

3. Fees and Payment

3.1 If Subscriber purchases through a Cyren authorized reseller or distributor, all fees and payment terms shall be agreed between Subscriber and the applicable reseller or distributor. Section 3.2 below applies if Subscriber has placed an Order directly with Cyren.

3.2 Fees and payment terms are specified in the applicable Order. Except as otherwise expressly specified in the Order, recurring payment obligations, if applicable, start from the execution of the Order. Cyren may increase recurring fees applicable for a renewal term 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 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.

4. Support

4.1 During the Subscription Term, Cyren, or a Cyren authorized distributor or reseller if applicable, shall provide Subscriber with the Support Services. 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. Support Services and Database Updates will be provided to Subscriber subject to Subscriber's payment of all applicable Subscription Fees. Cyren's provision of Support Services, does not include services requested as a result of causes or errors which are not attributable to Cyren and/or its authorized agents. 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 will automatically terminate upon the termination or expiration of the Subscription Term

5. Subscriber Obligations

5.1 Subscriber will comply with all applicable laws, statutes, regulations and ordinances and only use the Service for legitimate business purposes. If Cyren, in its discretion, determines that Subscriber is using the Service in connection with an illegitimate purpose, Cyren may suspend the Service until the problem is resolved or terminate the Service. A suspension or termination in such case will not result in any refund to Subscriber.

5.2 Subscriber represents and warrants that it is authorized to receive the Service and that Subscriber's receipt and use of the Service 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 Service.

5.3 Subscriber will take all reasonable steps to safeguard the Service to ensure that no unauthorized person has access and that no unauthorized copy, publication, disclosure or distribution, in any form is made. The Service contains valuable, confidential information and trade secrets and unauthorized use or copying is harmful to Cyren. Except to the limited extent applicable laws specifically prohibit such restriction, Subscriber may not directly or indirectly transfer, assign, publish, display, disclose, rent, lease, modify, loan, distribute, or create derivative works based on the Service 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 Service. Subscriber may not, and shall not allow third parties to, publish, distribute or disclose the results of any benchmark tests performed on the Service without Cyren's prior written approval or allow access to, provide, divulge or make available the Service 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 Service, modify, adapt, translate or otherwise make any changes to the Service or any part thereof, use the Service to provide processing services to third parties, or use any third-party software included in the Service, if applicable, independently from the Service.

6. Representations and Warranties

6.1 For the Subscription Term, Cyren warrants that the Service, when used in accordance with the Documentation, will operate in substantial conformance with the then current Cyren published Documentation under normal use. Cyren does not warrant that the Service will (i) be free of defects, (ii) satisfy Subscriber's requirements, or (iii) operate without interruption or error.

6.2 Cyren will use reasonable efforts to remedy any significant non-conformance in the Service 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 Service, or terminate Subscriber's access to the Service

and refund a pro-rata portion of the prepaid and unused Subscription Fees paid for the remainder of the then current term. Subject to Section 9, this Section 6 sets forth Subscriber's sole and exclusive remedy and Cyren's entire liability for any breach of warranty or other duty related to the Service. Any unauthorized modification of the Service, tampering with the Service, use of the Service 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, FREEDOM FROM PROGRAM ERRORS, VIRUSES OR ANY OTHER MALICIOUS CODE WITH RESPECT TO THE SERVICE.

7. Confidentiality

- 7.1 Each party acknowledges that it may have access to certain confidential information of the other party concerning the other party's business, plans, customers, technology, and products, and other information held in confidence by the other party that is marked or designated as confidential at the time of disclosure or would otherwise be reasonably presumed to be confidential ("**Confidential Information**"); provided that, whether or not marked or designated confidential, the terms and conditions of this Agreement will be deemed Confidential Information. Each party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of, this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the other party's Confidential Information and will take reasonable precautions to protect the confidentiality of such information, at least as stringent as it takes to protect its own Confidential Information, but in no case less than a reasonable degree. Confidential Information may be disclosed only to employees or contractors of the recipient with a "need to know" who are subject to written confidentiality agreements sufficient to carry out the intent of this Agreement.
- 7.2 Information will not be deemed Confidential Information hereunder if such information: (i) is known to the receiving party without restriction prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party without restriction directly or indirectly from a source other than one having an obligation of confidentiality; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving party; or (iv) is independently developed by the receiving party without use of the Confidential Information. The receiving party may disclose Confidential Information pursuant to the requirements of a governmental agency or by operation of law, provided that, if legally permissible, it gives the disclosing party reasonable prior written notice sufficient to permit the disclosing party to contest such disclosure.
- 7.3 Each party acknowledges that a breach of Section 7.1 may cause irreparable harm to the non-breaching party, the extent of which would be difficult to ascertain. Accordingly, the parties agree that, in addition to any other remedies to which a party may be legally entitled, the non-breaching party shall have the

right to seek to obtain immediate injunctive relief in the event of a breach or potential breach of this section by either party or any of its officers, employees, consultants or other agents.

8. Indemnification

8.1 Cyren shall defend or (at its option and expense) settle any third party claim that is brought against Subscriber alleging that Subscriber's use of the Service as permitted in this Agreement infringes such third-party's valid US patent, copyright, or trademark right. Subscriber shall permit Cyren to replace or modify the Service in order to avoid infringement, or to procure the right for Subscriber to continue use and remarketing of Service. If neither of such alternatives is reasonably possible, Cyren may terminate the affected Order and provide Subscriber with a pro-rata refund of any unused pre-paid fees paid for the period following termination as calculated on a monthly basis. Cyren, at its sole option, may control the defense of any such claim and Subscriber will reasonably cooperate with Cyren in such defense. Cyren shall have no obligation hereunder for or with respect to claims, actions, or demands alleging infringement that arise by reason of combination of the Service with any items not supplied by Cyren or due to the Service being corrected or modified by any entity other than Cyren or its contractors, or Cyren's compliance with specifications, requirements or requests of the Subscriber, or due to a failure by Subscriber to promptly install a non-infringing update provided by Cyren. In the event that the Service is held to, or the Company believes is likely to, be held to infringe any intellectual property right of a third party, Cyren may, at its own expense, (x) modify or substitute the Service so that it is no longer infringing but retains substantially similar features and functionality; (y) obtain for Subscriber a license to continue using the Service as contemplated herein; or (z) if (x) and (y) are not reasonably practicable, terminate this Agreement as to the infringing Service.

8.2 The foregoing indemnification obligations are dependent upon the party seeking indemnification ("Indemnitee") providing the indemnifying party ("Indemnitor") with (i) prompt written notice of any indemnifiable claim (but in any event, no longer than 15 days following its first receipt of the third party claim, action or demand); (ii) all reasonable assistance and cooperation in the defense of such indemnifiable claim and any related settlement negotiations, at the Indemnitor's expense; and (iii) exclusive control over the defense of such indemnifiable claim and any related settlement negotiations. Indemnitee will not settle or compromise any such claim without the Indemnitor's prior written consent, which will not be unreasonably withheld or delayed. The Indemnitee will have the right, at its own expense, to participate in the defense (and related settlement negotiations) of any indemnifiable claim with counsel of its own selection.

8.3 Subject to Section 9, the rights and remedies set forth in this Section 8 state Cyren's sole and exclusive liability and obligation and Subscriber's sole and exclusive rights and remedies with regard to any claims relating to infringement or claims of infringement.

9. Limitation of Liability

CYREN, ITS AFFILIATES, ITS LICENSORS OR DISTRIBUTORS/RESELLERS WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL,

EXEMPLARY SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE), WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF OR RELATED TO THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO CLAIMS FOR LOSS OF DATA, LOSS OF GOODWILL, LOSS OF OPPORTUNITY, REVENUE, PROFITS, OR USE OF THE SERVICE, INTERRUPTION IN USE OR AVAILABILITY OF DATA, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS, PRIVACY, ACCESS TO OR USE OF ANY ADDRESSES, EXECUTABLES OR FILES THAT SHOULD HAVE BEEN LOCATED OR BLOCKED, NEGLIGENCE, BREACH OF CONTRACT, TORT OR OTHERWISE AND THIRD PARTY CLAIMS, EVEN IF CYREN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CYREN'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY YOU FOR THE SERVICE WITH RESPECT TO THE ONE YEAR PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO CYREN'S LIABILITY. CYREN DOES NOT LIMIT OR EXCLUDE ITS LIABILITY FOR (i) DEATH OR PERSONAL INJURY, (ii) FRAUDULENT MISREPRESENTATION, OR (iii) ANY OTHER LIABILITY TO THE EXTENT THAT SUCH LIABILITY CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.

10. Intellectual Property Rights

- 10.1 The Service and all related intellectual property rights are the exclusive property of Cyren or its licensors. All right, title and interest in and to the Service, 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 Service remain exclusively with Cyren or its licensors. The Service is valuable, proprietary, and unique, and Subscriber agrees to be bound by and observe the proprietary nature of the Service. The Service contains material that is protected by patent, copyright and trade secret law, and/or 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 Service passes to Subscriber. 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.
- 10.2 Subscriber grants to Cyren an exclusive, transferable, sub-licensable, unlimited, perpetual, and worldwide license to use any data derived from use of the Service for Cyren's business purposes, including the provision of the Service to Cyren's other subscribers provided that any such derived data is combined with similar data from other subscribers and not identifiable to Subscriber. In addition, if Subscriber sends or transmits 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 Service, including, without limitation, new features or functionality relating thereto, Subscriber grants 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.

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 during the Subscription Term. Upon termination or expiration of the Subscription Term, Subscriber’s right to use the Service terminates and Subscriber must delete all software, data and other components (including Documentation) related to the Service and, upon request, confirm those deletions in writing to Cyren.

11.2 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; (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 if Subscriber has breached any restriction set forth in Section 5.1 or 5.3, and Cyren reasonably determinates that such breach cannot be adequately cured within a thirty-day period.

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

11.4 Upon termination or expiration of this Agreement for any reason, Subscriber must cease using and destroy or return all copies of the Service to Cyren, and certify in writing that all known copies thereof, including backup copies, have been destroyed. Sections 1, 3, 5, 7-10, and 14 shall survive the termination of this Agreement.

12. US Government Restricted Rights; Export.

The Service 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. The Service and all Documentation are and were developed solely at private expense. Any use, modification, reproduction, release, performance, display or disclosure of the Service 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 Service by the U.S. Government constitutes acknowledgment of Cyren’s proprietary rights therein.

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.

13. 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 the notice provisions herein.

14. General

For the purposes of customer service, technical support, and as a means of facilitating interactions with its Subscribers, Cyren may periodically send Subscriber messages of an informational nature via email, and provide account information to related third-parties (i.e. a Cyren authorized distributor or reseller). Information will be processed by Cyren in accordance with its then current privacy policy and applicable data privacy laws. Subscriber may choose to “opt-out” of receiving these messages or information sharing by sending an email to optout@cyren.com requesting the opt-out. Subscriber acknowledges and agrees that by sending such email and “opting out” it will not receive emails containing messages concerning upgrades and enhancements to the Service. However, Cyren may still send emails of a technical nature. Subscriber may not transfer any of Subscriber’s rights to use the Service 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 under this Agreement to a third party in connection with a change of control transaction. 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. Each party agrees to the applicable governing law without regard to or application of choice of laws, rules or principles and the applicable jurisdiction, in accordance with the following terms: (i) if you are located in the United States, Canada, Mexico or South America, this Agreement will be

governed by the federal laws of the United States and the laws of the State of Delaware, USA, with the exclusive jurisdiction of the competent state and federal courts in Delaware, USA; (ii) if you are located in one of the DACH region countries, then this Agreement will be governed by the laws of Germany, with the exclusive jurisdiction of the competent courts in Berlin, Germany; (iii) if you are located in the European Union (EU) (excluding the DACH region countries and the UK) Africa, Middle East and Asia, then this Agreement will be governed by the laws of the State of Israel, with the exclusive jurisdiction of the competent courts in Tel Aviv, Israel; and (iv) if you are located in the United Kingdom, then this Agreement will be governed by the laws of England, with the exclusive jurisdiction of the competent courts in London, England. Both parties expressly waive any objections or defense based upon lack of personal jurisdiction or venue. This Agreement describes certain legal rights. Subscriber may have other rights under the laws of its state or country. This Agreement does not change Subscriber's rights or obligations under the laws of its state or country if the laws of Subscriber's state or country do not permit it to do so via this Agreement. Neither party will be liable for any delay or failure in performance to the extent the delay or failure is caused by events beyond the party's reasonable control, including, fire, flood, acts of God, explosion, war or the engagement of hostilities, strike, embargo, labor dispute, government requirement, civil disturbances, civil or military authority, disturbances to the Internet, and inability to secure materials or transportation facilities. This Agreement and each Order constitute 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.

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