TECHNOLOGY PARTNER AGREEMENT

This Technology Partner Agreement, together with any exhibits, attachments, and any document referenced herein (this "**Agreement**") is entered into between Checkmarx Ltd. ("**Checkmarx**") and you ("**Partner**") as of the date accept by Partner (the "**Effective Date**").

READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT HAS THE SAME LEGAL EFFECT AS A SIGNED AND NEGOTIATED WRITTEN AGREEMENT. BY CLICKING "I ACCEPT", YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT, THAT YOU HAVE THE AUTHORITY TO BIND YOUR ORGANIZATION AND THAT YOU AGREE TO BE BOUND BY ITS TERMS. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN DO NOT CLICK "I ACCEPT".

1. Definitions

1.1 "**API**" means an application programming interface that allows access to certain functionality and/or data provided by Checkmarx.

1.2 "**Checkmarx API**" means the API and any updates (as applicable) thereto, that may be made available by Checkmarx to Partner from time to time.

1.3 "**Checkmarx Content**" means the information and data that is contained in or made available by Checkmarx to Partner or extracted by Partner as part of or through the Checkmarx API's.

1.4 "**Checkmarx Product**" means the Checkmarx software or SaaS product, related documentation, and any updates thereto, made available to Partner by Checkmarx for use in connection with this Agreement, excluding the Checkmarx API and Checkmarx Content.

1.5 "**Checkmarx Material**" means the Checkmarx Product, the Checkmarx API and the Checkmarx Content.

1.6 "**Joint Customer**" means a Checkmarx customer that has a then-current valid production use license to the Checkmarx Product and who also has a then-current valid production use license to the Partner Product(s).

1.7 "**Non-Production Integration Purpose**" means solely in a non-production environment and for internal use developing, testing, and evaluating the Integration between the Checkmarx Product and the Partner Product(s).

1.8 "**Integration**" means the integration between the Partner Product and Checkmarx Product created by Partner's use of the Checkmarx's API in accordance with this Agreement, and any related documentation, including any updates thereto, all as approved by Checkmarx in writing in advance.

1.9 "**Partner Product**" means the products and Partner's Documentation that may be made available by Partner to Partner customers from time to time, and any updates thereto**.**

2. License Grant and Usage.

2.1 Evaluation License**.** Checkmarx hereby grants Partner, during the term hereof, a limited, non-exclusive, non-transferable, non-sublicensable license for Partner to access and use the Checkmarx Product in compliance with the terms of this Agreement solely in accordance with the product documentation and Checkmarx's written instructions, and solely for Partner's internal use for the Non-Production Integration Purpose during a period which shall not exceed three (3) months from the date of acceptance of this Agreement (the "**Evaluation Period**"). The foregoing license is subject to all restrictions set forth in this Agreement, and all rights not expressly granted herein are reserved by Checkmarx. The Checkmarx Product is offered on an "AS-IS" basis without any warranty, and Checkmarx shall have no liability or obligations with respect to the Checkmarx Product. Partner assumes all risks and all costs associated with its use of the Checkmarx Product. At the end of the Evaluation Period, Partner will promptly cease use of the Checkmarx Product (except as set out under Section 2.2) and shall, as applicable, destroy all copies of the Checkmarx

Product and related documentation. Checkmarx may immediately and without notice terminate Partner's license and access to the Checkmarx Product.

2.2   <u>API Access & Use Rights</u>. Subject to the terms and conditions of this Agreement, Checkmarx grants Partner a non-exclusive, worldwide, non-transferable, non-sublicensable limited license to use Checkmarx API to: (i) develop the Integration to incorporate one or more Checkmarx API call processes and the corresponding Checkmarx Content into the Partner Product(s), and (ii) display the Checkmarx Content made available through Partners approved use of the Checkmarx API and Integration to Joint Customers on the Partner Product. Notwithstanding any other agreement between the parties, the parties agree that Checkmarx shall not provide any support or maintenance services in connection with the API.

2.3   <u>Restrictions</u>. Partner shall not nor allow any third party to: (a) access or use the Checkmarx Material in excess of, or beyond the term of, this Agreement, (b) alter, publicly display, translate, create derivative works of or otherwise modify the Checkmarx Material (except as explicitly set out herein); (c) sell, rent, lease, sublicense, distribute, or otherwise transfer or make available for use the Checkmarx Material to any third party (other than as expressly stated herein for Joint Customers); (d) create public Internet "links" to, or "frame" or "mirror" on any other server or wireless or Internet-based device, or disclose screen shots or text versions to third parties of, the Checkmarx Material; (e) reverse engineer, decompile, disassemble or otherwise attempt to derive the methodology or data, source code, algorithms, or machine learning methods for the Checkmarx Product (except to the extent that such prohibition is expressly precluded by applicable law), circumvent its functions, or attempt to gain unauthorized access to any of the Checkmarx Material or its related systems or networks; (f) access or use the Checkmarx Material in violation of any law or regulation or this Agreement or in any manner that (i) compromises, defeats, bypasses, deactivates, breaks or otherwise circumvent any protection mechanisms, technical processes or security measures associated with the Checkmarx Product or Checkmarx API, (ii) poses a security vulnerability to other customers of Checkmarx or users of Checkmarx Product, or (iii) tests the vulnerability of Checkmarx's system or networks, or the Checkmarx Product; (g) access the Checkmarx Material in order to replicate or compete with it; or (h) conduct any benchmark or stress tests, competitive analysis on, or publish any performance data related to the Checkmarx Material. PARTNER HEREBY AGREES THAT CHECKMARX MAY MONITOR USE OF THE CHECKMARX MATERIAL TO ENSURE QUALITY, IMPROVE PRODUCTS AND SERVICES, AND VERIFY PARTNER'S COMPLIANCE WITH THIS AGREEMENT.

2.4   <u>Analytics Data</u>. Checkmarx and its affiliates may process and use the usage analytics and metadata generated during Partner's use of the Checkmarx Material and Integration for statistical purposes, product improvement and other internal business purposes.

2.5   <u>Feedback</u>. All suggestions or feedback ("**Feedback**") provided by Partner or its representatives to the Checkmarx during the term hereof in connection with this Agreement with respect to improvements and/or enhancements of the Checkmarx Material shall be non-confidential and may be used by Checkmarx for any purpose without acknowledgement or compensation.

2.6   <u>Security</u>. Partner will use security best practices in connection with the development and provision of any Integration.

2.7   <u>Audit</u>. Checkmarx shall have the right to monitor and log Partner's use of the Checkmarx Material to verify compliance with this Agreement. Partner will provide Checkmarx with reasonable assistance to Checkmarx for such purposes including providing access to Partner's systems and personnel.

2.8   <u>Excessive Use</u>. If Checkmarx determines that Partner's use of the Checkmarx Materials or Integration imposes an unreasonable load on the bandwidth or infrastructure of Checkmarx systems, Checkmarx reserves the right to, without notice, restrict Checkmarx API connectivity and

use, in order to keep the usage below excessive levels including, without limitation, immediately suspending completely connectivity or use of the Checkmarx API.

3. Publicity

3.1 Partner shall obtain Checkmarx's prior written approval for all publicity concerning Checkmarx, use of trademarks, trade names or logos, including, but not limited to, any press release, marketing statements or sales materials, regardless of digital, print, online, or social media formats.

3.2 Checkmarx shall be permitted to use and display Partner's name and details, trademarks, designs, logos, images, photos, illustrations, audio and video material that Partner provides to Checkmarx ("**Partner Materials**") in Checkmarx promotional and marketing materials in connection with Checkmarx marketing activities globally. Such use will include publishing, translating, broadcasting, copying, distributing and publicly displaying the Materials on Checkmarx's website and other digital properties, on social media and marketing channels, on internal and external presentations, in print media and on third-party properties to promote Checkmarx and its products and services. In relation to the protection of any personal data that may be included in the Partner Materials, Partner represents and warrants that: (i) it has obtained all necessary affirmative acts of consent from the relevant individuals allowing Checkmarx to receive, process and use their personal data in accordance with this Agreement, and (ii) the personal data is not related to any individual who has withdrawn or revoked their consent (now or in the future) to the use or processing of their personal data by Checkmarx. Partner agrees that neither Partner nor any individual or third party shall be entitled to any compensation for Checkmarx's use of the Partner Materials, and Partner hereby waives any claim to, any right, moral rights, compensation, royalties or reward or similar rights in respect of Checkmarx's use of the Partner Materials. Notwithstanding the foregoing, Checkmarx shall require Partner's advance written consent to (a) issue a press release indicating that Partner is a partner of Checkmarx; (b) publish a case study based on Partner's use of the Checkmarx Software or Services; and/or (c) use Partner as a reference partner.

4. Confidential Information

4.1 "**Confidential Information**" means nonpublic information that either party discloses, or has disclosed, to the other which is designated as being confidential or proprietary, or which is of a nature or presented under circumstances that would cause one to reasonably conclude it should be treated as confidential. Confidential Information includes, without limitation, information relating to either party's inventions, intellectual property, research, testing results, released or unreleased products or services, marketing or promotion of any products or service, contracts, business plans, policies and practices, and information received from others that either party is obligated to treat as confidential. For the avoidance of doubt, the Checkmarx Material shall be deemed Confidential Information of Checkmarx.

4.2 Confidential Information does not include any information that: (a) is or subsequently becomes publicly available without the receiving party's breach of any obligation of confidentiality owed to the disclosing party; (b) became known to the receiving party while not in violation of any obligation of confidentiality at the time it was communicated to the receiving party prior to disclosure of such information by the disclosing party; (c) became known to the receiving party from a source other than the disclosing party hereunder, other than by breach of an obligation of confidentiality owed to the disclosing party; or (d) is independently developed by the receiving party without the use of any Confidential Information received from the disclosing party as evidenced by contemporaneous documentation.

4.3 Each party expressly acknowledges that the Confidential Information of the other party consists of trade secrets and proprietary information having significant commercial value, and that knowledge of all or any part of the Confidential Information would potentially yield a competitive advantage over others not having such knowledge. Accordingly, neither party will disclose the Confidential

Information of the other party to any third party except to the receiving party's directors, employees, or consultants to the extent necessary to carry out the purposes of this Agreement, provided that all such recipients are obligated by a written agreement of confidentiality substantially similar to that described herein. Each party will take such steps as may be reasonable in the circumstances, or as may be reasonably requested by the other party to prevent any unauthorized disclosure, copying or use of the Confidential Information by such third parties. Each party may also disclose Confidential Information to the extent required by judicial or governmental order or as necessary to comply with any applicable law or regulation governing regulated businesses or the issuance of securities to the public, provided that the party making the disclosure gives the other party reasonable notice prior to such disclosure (unless prohibited in giving such notice by law or a governmental order) and, in the case of a judicial or governmental order, complies with any applicable protective order or equivalent.

4.4   Each party will promptly return or destroy all originals, copies, reproductions and summaries of Confidential Information at the other party's written request or on termination of this Agreement. Each party acknowledges that monetary damages may not be a sufficient remedy for the unauthorized disclosure of Confidential Information of the other party, and the disclosing party will be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

5.   Term and Termination.

5.1   Term. The term of this Agreement begins on the Effective Date and extends unless terminated in accordance with this Section 5.

5.2   Termination. Either party may terminate this Agreement: (a) without cause upon thirty (30) days written notice to the other party; or (b) upon written notice in the event of a material breach of this Agreement by the other party which has not been cured after the expiration of ten (10) days from the breaching party's receipt of written notice of the breach. Notwithstanding the foregoing sentence, Checkmarx may, without liability and without notice, immediately suspend Partner's use of and access to the Checkmarx Materials in the event that Partner is in breach of this Agreement.

5.3   Consequences. Upon expiration or termination of this Agreement (a) all rights and licenses granted to Partner by Checkmarx hereunder shall immediately cease and Partner shall immediately cease all use of the Checkmarx API; (b) Partner will promptly destroy, erase or return, based on Checkmarx's request, all copies of the Checkmarx API including any output generated in connection with its use of the Checkmarx API, including without limitation, the Checkmarx Content ; (c) Partner shall not have the right to represent itself as a partner of the Checkmarx; (d) Partner shall remove all references of the Checkmarx from its website and marketing materials, and shall cease all use of Checkmarx's trademarks; and (e) Partner shall promptly delete and destroy all copies of the Checkmarx Material and any Checkmarx Confidential Information.

5.4   Survival. Notwithstanding the foregoing, the following sections of this Agreement shall survive the expiration or termination of this Agreement: Sections 2.4, 2.5, 4, 6, 7, 8 and 10.

6.   Intellectual Property Rights

6.1   Ownership. Each party shall continue to own all rights, title and interest in and to its products. All materials pertaining to each party's products (including, but not limited to, reports, documents, prototypes, data, drawings, models, code, applications) and any Intellectual Property Rights thereto which are submitted by a party to the other for the performance of this Agreement shall remain the submitting party's property. It is expressly understood that neither party shall use such products belonging to the other party, except to fulfill its obligations under this Agreement and for no other purpose.

6.2   Proprietary Notices. Partner will ensure that the Integration incorporates copyright and other

proprietary notices in the same manner that Checkmarx incorporates such notices in the Checkmarx Material or in any manner reasonably requested by Checkmarx. Partner will not remove any copyright or other proprietary notices incorporated on or in the Checkmarx Material or affix or place any labels or markings on the Checkmarx Material that might be interpreted as a claim of ownership by the Partner or any third party.

7. **Limited Warranty and Limitation of Liability**

7.1 THE CHECKMARX MATERIAL ARE PROVIDED "AS-IS" AND "AS AVAILABLE", WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY ARISING FROM COURSE OF DEALING OR PERFORMANCE. PARTNER ACKNOWLEDGE THAT CHECKMARX DOES NOT WARRANT THAT THE CHECKMARX MATERIAL OR ANY OTHER PRODUCTS, SERVICES OR RELATED SOFTWARE PROVIDED BY CHECKMARX WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

7.2 EXCEPT FOR LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED AS A MATTER OF LAW, CHECKMARX AND ITS AFFILIATES SHALL NOT BE LIABLE OR OBLIGATED IN ANY MANNER FOR ANY LOST PROFITS, LOST REVENUE, LOSS OF USE, LOSS OR DAMAGE TO DATA, REMEDIATION COSTS, LOSS OF GOODWILL, OR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. EXCEPT FOR LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED AS A MATTER OF LAW, THE MAXIMUM AGGREGATE LIABILITY OF CHECKMARX AND ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED $1,000.

7.3 THE ABOVE LIMITATIONS MAY NOT APPLY IN CERTAIN JURISDICTIONS, BUT IN SUCH JURISDICTIONS, LIABILITY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

8. **Indemnification.**

Partner will indemnify, defend and hold harmless Checkmarx and its subsidiaries, affiliates, officers and employees from any damages, losses, costs and expenses including reasonable attorneys' fees, in connection with a third-party claim, action, suit or demand arising out of Partner's use of the Checkmarx Material or its violation of the Agreement. Notwithstanding anything contained in the foregoing sentence, (a) Checkmarx will always be free to choose its own counsel if it pays for the cost of such counsel; and (b) no settlement may be entered into by Partner, without Checkmarx's express written consent (such consent not to be unreasonably withheld) to the extent such settlement involves the making of an admission by Checkmarx, does not include a full release of liability for Checkmarx, or requires the payment of money by Checkmarx.

9. **Assignment**.

Partner may not transfer or assign its rights or obligations under this Agreement without the prior written consent of the Checkmarx. Subject to the foregoing sentence, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

10. **General**

10.1 Relationship of the Parties. The parties to this Agreement are independent contractors and no agency, partnership, joint venture, or other legal entity is created or intended to be created by this Agreement.

10.2 Notices. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing. Notices to Checkmarx shall be addressed to the attention of the Legal Department, at cxlegal@checkmarx.com; and to Partner shall be addressed to the relevant contact designated by Partner.

10.3 Entire Agreement. This Agreement states the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements, understandings, and communication between the parties with respect to the subject matter hereof. Checkmarx may change the provisions of this Agreement at any time by posting a new version of this Agreement.

10.4 Remedies. The exercise by either party of any of its remedies will be without prejudice to any other remedies under this Agreement or otherwise. The failure of either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. If any provision of this Agreement is held to be unenforceable or invalid, that provision will be enforced to the maximum extent possible, and the other provisions will remain in full force and effect.

10.5 Governing Law; Venue. This Agreement will be governed by Israeli law (without regard to the conflicts of law provisions of any jurisdiction), and claims arising out of or in connection with this Agreement will be subject to the exclusive jurisdiction of the federal and state courts in Tel Aviv, Israel. Each party irrevocably submits to the personal jurisdiction and venue of and agrees to service of process issued or authorized by any such court in any such action or proceeding.

10.6 Exclusions. The United Nations Convention Relating to a Uniform Law on the International Sale of Goods, or any similar or successor convention or law, shall not apply to this Agreement. The parties expressly agree that the Uniform Computer Information Transactions Act shall not apply to this Agreement and, to the extent that it is applicable, the parties agree to opt-out of its applicability pursuant to its provisions.

10.7 No Waiver. The failure of either party to enforce at any time, or for any period of time, the provisions of this Agreement shall not be interpreted to be a waiver of such provisions or of the right of such party to enforce each and every such provision.

10.8 Partial Invalidation. In the event that any provision of this Agreement shall be held by law or found by a court or other tribunal of competent jurisdiction to be unenforceable, the unenforceable provision shall be severed, and the remaining provisions of this Agreement shall remain in full force and effect. In such an event, Checkmarx and Partner agree to negotiate in good faith a substitute provision that most nearly reflects the intent of the severed provision.

10.9 Force Majeure.   Neither party shall be held responsible for any delay or failure in performance under this Agreement to the extent such delay or failure is caused by fire, flood, strike, civil, governmental or military authority, act of God, labor conditions, earthquakes or any other cause beyond its control and without the fault or negligence of the delayed or nonperforming party. The party affected by such Force Majeure event shall take all reasonable actions to minimize the consequences of the Force Majeure event.

10.10 Export Law. To the extent consistent with applicable local law, Partner agrees to comply with applicable anti-corruption, export control, and financial sanctions laws in connection with the Checkmarx Material, including, but not limited to, the United States Export Administration Regulations, 15 CFR 730 et seq ("**EAR**") and the United States Foreign Assets Control Regulations, 31 CFR 500 et seq ("OFAC Regulations") (collectively "**Trade Controls**"). Partner represents and warrants that it is not, and that, absent an appropriate license obtained from the appropriate government authority, it will not export, re-export or transfer in-country to, or permit access to the Checkmarx Material by: (1) any party that is a citizen of, ordinarily resident in, organized under the laws of, or owned or controlled by the government of, any country or region to which the EAR prohibits exports of EAR99 items without a license (see 15 C.F.R. 746) or with which Checkmarx or its financial institutions prohibit dealings as a matter of policy based on a variety of legal and commercial risks (collectively currently Cuba, Iran, Lebanon, Libya, North Korea, Syria, the Crimea Region, and the self-proclaimed the Donetsk People's Republic and Luhansk People's Republic); or (2) any party or end use subject to license requirements imposed by Trade Controls, including but

not limited to parties enumerated on, or directly or indirectly owned 50 percent or more by parties enumerated on, the Specially Designated Nationals and Blocked Persons list administered by the United States Department of Treasury, any party enumerated on the Entity List or subject to a Denial Order maintained by the United States Department of Commerce, any party or end use otherwise described Parts 744 or 746 of the EAR (15 CFR 744-746), and any party acting on behalf of any such party.

10.11 <u>United States Government Rights in Commercial Off-the-Shelf Software</u>. The Checkmarx Material and related documentation constitute "commercial computer software," and "commercial computer software documentation" and "technical data" as defined in FAR Section 12.212. Consistent with the applicable provisions of the applicable federal acquisition regulations, including but not limited to 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Checkmarx Material and related documentation are being licensed to U.S. Government end users only as commercial items and pursuant solely to the terms and conditions herein.

10.12 <u>Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which shall be an original instrument, but all of which shall constitute one and the same agreement. Electronic signatures transmitted via fax, email or PDF copy shall be considered binding and deemed the same as an original written signature.