

Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS (THE "**TERMS**") CAREFULLY BEFORE SIGNING UP TO THE SYSTEM/S AND USING THE SYSTEM (AS DEFINED BELOW). BY ACCESSING OR USING THE SYSTEM YOU (THE "**END USER**" OR "**YOU**" OR "**YOUR**") ARE ACCEPTING AND AGREEING TO BE BOUND BY ALL THE TERMS SET FORTH HEREIN, INCLUDING THOSE ADDITIONAL TERMS AND CONDITIONS AND POLICIES REFERRED TO HERE AND/OR AVAILABLE BY HYPERLINK. THESE TERMS ARE BETWEEN YOU AND THRIVEDX SAAS LTD AND ITS AFFILIATES, WHICH SHALL INCLUDE BUT NOT BE LIMITED TO THRIVEDX SAAS INC, THRIVEDX SAAS PTE LTD AND LUCY SECURITY AG ("**THRIVEDX**"). THESE TERMS FORM A LEGALLY BINDING CONTRACT BETWEEN YOU AND THRIVEDX IN RELATION TO YOUR USE OF THE SYSTEM, AND MAY BE UPDATED BY THRIVEDX AT ANY TIME AT ITS SOLE DISCRETION. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS OR USE THE SYSTEM IN ANY MANNER WHATSOEVER.

1. **General.** THRIVEDX has developed a comprehensive cloud-based cybersecurity education platform which delivers skills-based training to organizations and educational institutions via its proprietary training modules (the "**Products**"), with the aim of training users to develop skills against emerging cybersecurity threats via such platform (the "**System/s**") (the "**Products**" and the "**System**", collectively, the "**System**"). You have purchased through THRIVEDX's partner (the "**Partner**"), a limited right to access and use the System subject to the Terms, and now require access to the System (the "**Website**"). The System is provided to You on either THRIVEDX's proprietary software as a System basis (SaaS) platform or third party Learning Management System (LMS). Use of the System by for any commercial purposes (including, without limiting the foregoing, for purposes of gathering information and/or using content published on the System) other than for Your own personal use, is absolutely prohibited. As the System is being continually evaluated and refreshed to ensure that You shall receive cybersecurity knowledge which remains relevant in an evolving cybersecurity landscape, THRIVEDX may provide You with certain updates and upgrades to the System as they become generally commercially available. THRIVEDX is not responsible for any information linked to from the System and/or which appears on websites or any other medium reachable through the System and/or for any information you relay to third parties linked to or which appear on the System.

2. **Account.** In order to access and use the System, You will be required to open an account and subscribe with THRIVEDX under a personal account designated to You; You must complete the subscription process by providing current, complete and accurate information as prompted by the applicable subscription form. You also will be also required to choose a password and a username. You are entirely responsible for maintaining the confidentiality of Your password and account. You are entirely responsible for any and all activities that occur under your account. You agree to notify THRIVEDX immediately of any unauthorized use of your account/s or any other breach of security. THRIVEDX will not be liable for any loss that You may incur as a result of someone else using your password or account, either with or without your knowledge. You may not use anyone else's account at any time. You may not share or transfer your subscription. You agree not to provide your username and/or password information to any other party, without THRIVEDX's express written permission. You must keep your account information updated and accurate at all times, including a valid email and address. You may not transfer or sell your account and user ID on the System to any other party. THRIVEDX does not allow multiple users (networked or otherwise) to access the System through a single account and may cancel or suspend Your access to the System if you do this, or breach any of these Terms without further obligation to You. THRIVEDX reserves the right, in THRIVEDX's sole discretion, to cancel unconfirmed or inactive accounts, or such accounts that their relevant subscription period with the applicable Partner has expired.

3. **Grant of Rights.** Subject to the terms and conditions herein, including but not limited to the receipt by THRIVEDX of the Fees (as defined below) from the Partner, THRIVEDX hereby grants to You, and End User accepts, during the applicable subscription period, a limited, revocable, worldwide, non-exclusive, non-transferable, non-sublicensable, right to access the System, and use it for cyber educational purposes in accordance to the applicable subscription period, training schedule and program identified under the applicable Agreement (as defined below).

4. **Disclaimer.** Without derogating any other provision stipulated hereunder, You acknowledge that in the event You subscribe to the System as part of your engagement with an Partner, THRIVEDX shall have no responsibility to actually deliver or otherwise provide You with access to the System and that any and all liability, rights or obligations other than those set out herein shall be solely and exclusively between You and the Partner. THRIVEDX shall have no liability with regard to any terms other than those set out herein.

5. **Support Systems.** THRIVEDX is under no obligation to provide the End User with Support Systems. Any and all obligations with respect to Support Systems shall be by and between the End User and such Partner. Support Systems are subject at all times solely to the warranties and disclaimers set forth herein.

6. **Fees.** The fees and payment terms for access to the System shall be determined in accordance with Your agreement with a Partner (respectively, the "**Agreement**", and the "**Fees**").

Any failure to make payment of the Fees to THRIVEDX by a Partner on behalf of such End User, or breach of the payment terms shall entitle THRIVEDX to immediately terminate or suspend Your access to the System (either temporarily or indefinitely).

7. **Relationship with Partner.** In the event the Partner is no longer a Partner of THRIVEDX, for any reason whatsoever, THRIVEDX shall be entitled, at its sole discretion, to continue to provide You access to the System, provided that You pay THRIVEDX directly or any third party so designated by THRIVEDX the applicable Fees for the Systems in accordance with THRIVEDX's then applicable pricelist, commencing as of the date on which such Partner is no longer a Partner of THRIVEDX. For the avoidance of doubt, THRIVEDX shall not be liable or responsible for any claim, action, damage or loss incurred by the End User with respect to access to the Systems in the event that the Partner is no longer a Partner of THRIVEDX.

8. **Limitations.** Other than the rights explicitly granted in these Terms, You shall have no other rights, express or implied, in or to the System. Without limiting the generality of the foregoing, You agree and undertake not to, and to not permit any third party to; (i) sell, lease or distribute the System, or any part thereof, or otherwise transfer any right to the System; (ii) reverse engineer, decompile, disassemble, or otherwise reduce to human-perceivable form the System's source code and or any third party software provided by THRIVEDX; (iii) modify, revise, enhance, or alter the System; (iv) copy or allow copies of the System to be made; (v) place the System onto a server accessible for use by any third party; (vi) use the System on any device that You do not own or control, and You may not distribute or make the System available over a network where it could be used by multiple devices at the same time except as required for its proper use and operation; (vii) represent that You possess any proprietary interest in the System; (viii) use the System in any illegal manner or for unlawful purposes; or (ix) incorporate into the system any malicious code.

9. **Consent to Use of Data.** The System enables You to add, create or use certain content which You provide or which is generated through your use of the System, including but not limited to personal information, photos, documents, comments, feedback, and reports (the "**Content**"). YOU ARE SOLELY RESPONSIBLE FOR SUCH CONTENT. THRIVEDX may but is not required to back up any Content and is not responsible for any Content uploaded or otherwise made available by You.

YOU AGREE THAT THRIVEDX MAY COLLECT AND USE THE CONTENT, TECHNICAL DATA AND RELATED INFORMATION, that is gathered periodically to facilitate the provision of software updates, product support and other services in connection with the System. THRIVEDX may also collect data related or generated from your use of the System for statistical analysis and usage patterns analysis. THRIVEDX may use or share this information, as long as it is in a form that does not personally identify You, to improve its products or to provide Systems or technologies to You.

10. Disclaimer. THE SYSTEM IS PROVIDED TO YOU ON A "AS IS" BASIS, AND THRIVEDX DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY OF NONINFRINGEMENT OF THIRD PARTIES' RIGHTS OR THAT IT WILL BE PROVIDED ERROR FREE, WITHOUT INTERRUPTION OR THAT THE SYSTEMS WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; THRIVEDX SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS WITH RESPECT TO ACCURACY. NO THIRD PARTY, DISTRIBUTOR, RESELLER, AGENT, OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS, OR ADDITIONS TO THIS WARRANTY.

UNDER NO CIRCUMSTANCES WILL THRIVEDX, ITS DIRECTORS, OFFICERS, CONSULTANTS, EMPLOYEES, SHAREHOLDERS OR ANY OTHER PARTY ON ITS BEHALF BE LIABLE FOR ANY DAMAGE, LOSS OR EXPENSE (INCLUDING PHYSICAL INJURIES) WHICH MAY BE CAUSED TO YOU ANYONE ACTING ON YOUR BEHALF OR TO ANY THIRD PARTY IN CONNECTION WITH THE USE OF OR RELIANCE ON THE SYSTEM, AS THE CASE MAY BE, INCLUDING WITHOUT LIMITATION ANY DAMAGE, EXPENSE OR LOSS CAUSED AS A RESULT OF YOUR USE OF THE SYSTEM.

UNDER NO CIRCUMSTANCES WHATSOEVER WILL THRIVEDX BE LIABLE IN ANY WAY FOR ANY DAMAGE OR LIABILITY ARISING FROM (I) ANY CONTENT (WHETHER PROVIDED BY THRIVEDX OR UPLOADED BY YOU), INCLUDING, WITHOUT LIMITATION, FOR ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR FOR ANY INFRINGEMENT OF THIRD PARTY'S RIGHT, LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF THE CONTENT AND/OR THE SYSTEM; (II) SYSTEM DEFECTS RESULTING FROM THE USE OF THIRD PARTY PRODUCTS OR SOFTWARE; OR (III) THE UNAUTHORIZED USE OF THE SYSTEM OR USE OF THE SYSTEM IN A MANNER INCONSISTENT WITH THESE TERMS OR THE AGREEMENT.

11. Indemnity and Release. You shall indemnify, defend, and hold harmless THRIVEDX, and its directors, officers, consultants and employees from and against all finally awarded costs, damages, losses and expenses, including reasonable attorneys' fees and other legal expenses, due to a third-party claim; (i) arising from Your use of the System; or (ii) alleging that your Content infringes any right or interest of such third party. Without derogating the below, upon any dispute You have with one or more third parties (including but not limited a Partner), you release THRIVEDX (and its affiliates and subsidiaries, and THRIVEDX'S and their respective officers, directors, employees and agents) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. In entering into this release you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of

this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

12. Title & Ownership. Any and all intellectual property rights, including but not limited to materials, computer software (in object code and source code form), data or information employed by THRIVEDX pursuant to these Terms, and any know-how, methodologies, equipment, or processes used by THRIVEDX in connection with the System, including without limitation all patent, copyright, trademarks, content, trade secret and any other proprietary rights, are and shall remain the sole and exclusive property of THRIVEDX and/or licensed by THRIVEDX. These Terms and any Agreement do not convey to You an interest in or to the System, but only a limited right of use in accordance with the terms herein. Nothing in these Terms or any Agreement constitutes a waiver of THRIVEDX's intellectual property rights under any law. In addition, without derogating from the foregoing, THRIVEDX shall solely own any and all media, text, images, games, music, sounds, graphics, video, or other materials and content of any kind that is made available to You by the System.

13. Limitation of Liability. IN NO EVENT SHALL THRIVEDX'S LIABILITY, UNDER, ARISING OUT OF OR RELATING TO THESE TERMS, THE AGREEMENT, THE SYSTEMS OR THE SYSTEM (EVEN IF THRIVEDX HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES), OR FOR ANY CLAIM BY ANY OTHER PARTY, EXCEED THE AMOUNTS PAID BY YOU OR THE PARTNER, AS APPLICABLE, TO THRIVEDX DURING THE SIX (6) MONTHS PRECEDING THE DATE OF THE OCCURRENCE WHICH GAVE RISE TO THE CLAIM. IN NO EVENT WILL THRIVEDX BE LIABLE FOR LOST PROFITS, LOSS OF USE, LOSS OF CONTENT OR DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SYSTEMS, OR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, WHETHER OR NOT THRIVEDX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. Term and Termination. Subject to these Terms, the Agreement, and the receipt by THRIVEDX of the Fees, THRIVEDX shall provide You access to the Systems for a limited subscription period continuing for the term specified in Your applicable Agreement with the Partner. Without prejudice to any other rights, these Terms and your right to use the System automatically terminates if You fail to comply with any provision of these Terms or if Your Agreement is terminated or expires, for any reason whatsoever.

15. General. These Terms constitutes the entire agreement between the parties and may not be modified except by a written agreement signed by THRIVEDX. If a court of competent jurisdiction finds any provision of these Terms to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of these Terms shall continue in full force and effect. You may not assign these Terms without THRIVEDX's prior written approval. THRIVEDX shall be entitled to

assign these Terms at its sole discretion. No waiver of any breach shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. These Terms shall be governed by and construed in accordance with the laws of Israel (without reference to its conflict of law principles) and the competent courts in Tel Aviv, Israel shall have the exclusive jurisdiction over any dispute arising from these Terms. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. Sections 4, 5, 6, 7, 9, 10, 11, 12, 13, 14 and 15 shall survive termination of these Terms and Agreement.