

TERMS & SERVICE

1. DEFINITIONS

“Account” shall mean the IronScales.com account registered to You. You must access the Account using a unique username and password.

“Agreement” shall mean this Services Agreement, as well as any and all policies, agreements, exhibits, schedules or other documents that may be referenced hereunder, including within such referenced documents.

“Confidential Information” shall mean any information of one Party (the “Disclosing Party”) that is disclosed to the other Party (the “Receiving Party”) either (a) in a writing bearing a restrictive legend; (b) orally, provided that such information is identified as confidential at the time of disclosure; (c) an information, regardless of whether or not so marked or identified, that a party would reasonably be expected to know as confidential is Confidential Information; or (d) any non-public information pertaining to the Service or any other IronScales products. Confidential Information does not include information that (a) is already known by the Receiving Party at the time of disclosure; (b) becomes, through no act or fault of the Receiving Party, publicly known; (c) is received by the Receiving Party without restriction on the Receiving Party’s disclosure or use, from a third party which itself had no obligation to keep such information confidential; or (d) is independently developed by the Receiving Party without reference to the Confidential Information of the Disclosing Party.

“Customer Marks” shall mean Customer’s name and logo, the names of any of Customer’s websites, and other names of Customer’s business, enterprises or properties.

“IronScales” or “We” shall mean IronScales, Ltd. or one of its subsidiaries or affiliates, as the context may suggest.

“IronScales Marks” shall mean IronScales, the names of any of IronScales’s websites, and other names of IronScales’s business, enterprises or properties.

“Plan” shall mean the level of Service you purchase, as specified in the Quote. IronScales may revise and/or remove Plans at any time in its sole and absolute discretion by providing at least thirty (30) days notice.

“Quote” shall mean the quotation dated _____ attached hereto and by this reference made a part hereof.

“Recipient” shall mean the recipient of an email message generated by the Service. You will designate each Recipient consistent with the terms of this Agreement.

“Service” shall mean the services, content and applications offered through the IronScales.com website, including without limitation the phishing susceptibility application and all associated content.

“You” and “Your” shall mean the person, company or other legal entity accepting and/or agreeing to the terms of this Agreement.

2. ENTITLEMENT; LICENSES

This Agreement applies to Customer’s use of the Service, including without limitation any person, company or other

legal entity accessing the Service by or through Your account.

Subject to the terms of this Agreement, IronScales grants Customer a limited, non-exclusive, revocable license to use the Service and any associated templates or formats used in the deliverables solely for the purposes expressly permitted under Section 3 below. This license cannot be assigned or sublicensed by Customer, nor shall it be construed to permit You to use the Service for any purpose other than as expressly permitted by this Agreement. Customer may not, in whole or in part, directly or indirectly: (i) copy, modify, make derivative works of, publicly display, or distribute the Service, (ii) reverse assemble, reverse compile, or otherwise translate the Service, or (iii) sublicense, rent, resell, or lease the Service. This license will expire upon the termination or expiration of this Agreement for any reason. This license will terminate immediately upon your misuse of the Service or any violation of this Agreement. Customer hereby grants to IronScales a limited, non-exclusive, revocable license to use the Customer Marks and Customer’s Confidential Information solely for the purposes expressly permitted under Section 3 below.

3. PROPER AND AUTHORIZED USE

The service may be used only for purposes of training and measuring user awareness of phishing attacks, and may not be used for any other purpose. You may only use the service in connection with employees or other Recipients from whom you have obtained permission to send email messages of the type transmitted by the service. You may only designate Recipient email addresses with Internet domain names that you own.

You agree (a) that You will use the Service only in a lawful manner consistent with the terms of this Agreement; (b) that You are responsible for all uses of Your Account; (c) that any person authorized by You to act as an administrator for Your Account shall read and assent to this Agreement prior to use; (d) to immediately notify IronScales of any unlawful and/or unauthorized use of Your Account or the Service. The IronScales Marks (as described in Section 13 below) are trademarks of IronScales. Third party trademarks, service marks, logos, and trade names appearing on the Service (“Other Marks”) are the property of their respective owners. You agree not to display any Other Marks without prior permission of the party holding rights to such marks.

Customer’s use of the Service is limited by the terms of Your Plan, including without limitation any restrictions on the number of Recipients. You may use the Service only for so long as is permitted by the Plan you purchase. Customer must terminate its use of the Service immediately upon the termination of this Agreement or the licenses set forth in Section 2.

The licenses set forth in Section 2 will terminate immediately upon your misuse of the Service or any violation of this Agreement; provided, however, that such

termination shall be in addition to, not in lieu of, IronScales's other remedies.

Customer hereby agrees that the Service shall be deemed authorized for purposes of the Computer Fraud and Abuse Act, 18 U.S.C. §1030 et seq., any state anti-phishing or anti-hacking laws, and all other applicable International, and state laws, rules and regulations that relate to, regulate, or impact the subject matter of this Agreement, each as may be amended from time to time ("Applicable Laws"). To the extent applicable, Customer hereby agrees that IronScales shall be deemed the agent of Customer solely for purposes of 18 U.S.C. §2511(2)(a)(i), and Customer represents that IronScales is retained to provide the Service for the protection of Customer's rights and property.

4. TERM; TERMINATION; MODIFICATIONS TO SERVICE

This Agreement shall be effective from the Effective Date stated herein and shall remain in full force and effect for the Initial Term specified on the Cover Page, unless earlier terminated in accordance with this Section 4. Following the Initial Term and each renewal term, this Agreement shall automatically renew for successive one (1)-year terms with any negotiated revisions to fees, unless either Party provides written notice of its desire not to renew at least thirty (30) days prior to the expiration of the then-current term (the Initial Term, together with any renewal terms, collectively, the "Term"). Either Party may, at its option, terminate this Agreement in the event of a material breach by the other Party upon written notice to the breaching Party, specifically identifying the breach on which such notice of termination is based. The breaching Party will have a right to cure such breach within thirty (30) days of receipt of such notice, and this Agreement shall terminate in the event that such cure is not made within such thirty (30)-day period. You acknowledge and agree that IronScales may, in its sole and absolute discretion and without notice or liability to You or any third party, immediately terminate Your access to the Service in connection with any actual, alleged or suspected: (i) breaches or violations of the Agreement, or any laws, rules or regulations, (ii) technical or security issues or problems caused by or relating to You, whether directly or indirectly, and/or (iii) requests by law enforcement or governmental agencies. IronScales may also immediately terminate Your access to the Service in connection with: (a) a request by You to do so (self-initiated termination), or (b) upon the expiration of the time period set forth in Your Plan.

5. CHARGES

The amount payable for Customer's use of the Service and the license provided hereunder shall be set forth in Your Plan as provided in the Quote. You may request a change in your Plan at any time by contacting IronScales. You are responsible for any taxes owed as a result of your purchase of a license to use the Service.

You are not entitled to any credits or refunds for charges already due or paid to IronScales, except as may be expressly stated otherwise in this Agreement.

IronScales shall submit an invoice, as per the Quote, electronically (in .pdf format) via email to on receipt of this signed Agreement. You agree to pay, in full, any invoice submitted by IronScales in accordance with this section within thirty (30) days of receipt of the invoice. No payment by You to IronScales of any lesser amount than that due to IronScales shall be deemed other than a payment on account, and no endorsement or statement shall be deemed an accord and satisfaction. If You fail to make any payment when due, then interest at the lesser of (i) a rate of one and one-half (1.5%) percent per month or (ii) the highest rate allowable under applicable law, will accrue on all unpaid amounts, calculated from the date the payment was originally due.

6. SUPPORT

Customer is entitled to the customer support services associated with the Plan You purchase, per the Quote. You agree to pay IronScales's hourly support rate of \$225 per hour if you request support in excess of that permitted by Your Plan.

7. PRIVACY AND CONFIDENTIALITY

IronScales understands that privacy is important to You. The Service will not (a) transmit or store passwords that may be supplied to it by Your employees or (b) knowingly provide any of Your confidential information (including, without limitation, your name or email address) to third parties without Your permission. You do, however, agree that IronScales may use and aggregate, anonymous information about the use of the Service for any reason.

You agree to allow IronScales to store and use Your contact information, and the contact information for your Recipients, including without limitation email addresses for the purpose of providing the service. IronScales may only share or disclose information regarding Your use of the service in order to determine whether a violation of this Agreement has occurred, or to comply with any applicable law, regulation, legal process or government request.

Each party will hold the other party's Confidential Information in confidence and will not disclose such Confidential Information to third parties or use such Confidential Information for any purposes other than the purposes of this Agreement. When disclosing the Confidential Information to a third party in a manner permitted by the foregoing sentence, each party will ensure that such third party receives such Confidential Information subject to confidentiality restrictions no less restrictive than those set forth herein. Notwithstanding the foregoing, a Party may disclose Confidential Information of the other Party to the extent required to be disclosed by a court or governmental agency pursuant to a statute, regulation, or valid order; provided, however, that the Receiving Party first notifies the Disclosing Party and gives the Disclosing Party the opportunity to seek a protective order, or to contest such required disclosure.

8. WARRANTY AND WARRANTY DISCLAIMER

IronScales represents and warrants that it will use commercially reasonable efforts to provide uninterrupted or error-free operation of the Service in accordance with the IronScales Standard Service Level Commitments ("SLAs"), but does not represent or warrant that the Service will be continuously available or that IronScales will correct any defects. IronScales is not responsible for the results obtained through Your use of the Service. You understand and agree that IronScales is not responsible for any material and/or content transmitted, received or otherwise distributed or facilitated through the use of the Service.

Except as expressly set forth herein, IronScales makes no representation or warranties with respect to this agreement or the service, and disclaims all warranties, express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

9. LIMITATION OF LIABILITY

You understand and agree that IronScales shall not be liable to you or any third party for any direct, indirect, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, revenue, anticipated savings, use, data or other intangible losses (even if IronScales had been advised of the possibility of such damages), arising out of or relating to this agreement or your use of the service. IronScales's total liability for any and all actions, suits, claims, demands, expenses, costs or other forms of liability that may arise out of or relate to this Agreement shall not exceed the sum of the fees paid by You to IronScales hereunder in the six (6) months preceding the last act or omission giving rise to the liability. To avoid doubt, the limitation of liability set forth in this paragraph shall apply to IronScales and its subsidiaries, affiliates, officers, directors, principals, employees, contractors, vendors, suppliers, agents and other partners, and states the maximum for which IronScales and each of the aforementioned persons, companies and other legal entities are collectively responsible under this Agreement. The Parties acknowledge and agree that the disclaimers, exclusions and limitations of liability set forth above form an essential basis of this Agreement, and that, absent any of such disclaimers, exclusions or limitations of liability, the terms of this Agreement, including, without limitation, the economic terms, would be substantially different.

10. INDEMNIFICATION

- a. You agree to indemnify, defend and hold IronScales and its principals, employees, contractors, suppliers, and agents harmless from any and all claims and/or demands, including reasonable attorneys' fees, made by any third party (including without limitation any Recipient) in connection with or arising out of (a) any alleged or actual violations of any trademarks or trade secrets of any third party, (b) the use or misuse by you (or anyone using your account) of the Service, or (c) any act, omission to act, or

harm of any kind caused to any Recipient. Without limiting the foregoing, you agree to indemnify, defend and hold harmless IronScales from any and all claims and/or demands resulting from or arising out of your noncompliance or alleged noncompliance with any provision of section 3.

- b. IronScales agrees to indemnify, defend, and hold Customer and its principals, employees, contractors, suppliers, and agents harmless from any and all claims and/or demands, including reasonable attorneys' fees, made by any third party in connection with or arising out of any alleged or actual violations of any trademarks or trade secrets of any third party.
- c. If an action is brought for which indemnity is sought under this Section 10, IronScales will reasonably cooperate with You at Your expense in connection with the defense of any such action. IronScales reserves the right to employ separate counsel and participate in the defense at its expense.

11. GOVERNING LAW; JURISDICTION; LIMITATIONS

Governing Law. The Agreement and Your use of the Service will be governed by and construed in accordance with the laws of the State of Israel without giving effect to its conflicts of laws provisions. Any legal claims, proceedings or litigation arising in connection with the Service will be brought solely in the courts of Israel, and You consent to the jurisdiction and venue of such courts as the most convenient and/or appropriate for the resolution of disputes concerning the Agreement and the Service.

Limitations on Claims. Any action against IronScales must be brought within twelve (12) months after the event giving rise to the cause of action.

12. NOTICES

IronScales may provide You with notices, including those regarding changes to the Agreement, by: email, regular Israeli mail, overnight or express courier, postings on the IronScales website, or by other means that IronScales may deem appropriate; provided, however, that nothing in this Section 12 places any requirements on IronScales to do so.

13. INTELLECTUAL PROPERTY

All rights, title and interest to any and all intellectual property rights in and to the Service are owned by IronScales or its licensors. You acknowledge and agree that the Service contains material that is or may be protected by intellectual property and other relevant laws. Aside from the license granted in Section 2, You are provided no proprietary or any other rights, title or interest in or to the Service or any component or aspect thereof.

You further acknowledge and agree that the IronScales Marks are service marks, trademarks or registered trademarks of IronScales. You represent and warrant that You will not display the IronScales Marks, or

use the IronScales Marks in any manner, without the prior written permission of IronScales.

IronScales acknowledges that Customer owns all right, title, and interest in and to the Customer Confidential Information and any Customer intellectual property. IronScales further agrees that the Customer Marks are service marks, trademarks or registered trademarks of Customer. Except as agreed herein, IronScales represents and warrants that IronScales will not display the Customer Marks, or use the Customer Marks in any manner, without the prior written permission of Customer.

Customer acknowledges that IronScales may use certain generic templates and formats for the presentation and delivery of information to Customer. To the extent that any such templates and/or formats do not embody Customer's Confidential Information, IronScales shall own and hold all right, title and interest in and to the same, and Customer agrees to assign to IronScales, and to the extent permitted by law does hereby assign, any rights or interest which it may have in any templates and/or formats.

14. MISCELLANEOUS

Waiver. The failure of IronScales to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision.

Severability. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

No Assignability. You may not assign this Agreement or any license or other rights provided hereunder to any other person, company or legal entity.

Force Majeure. With the exception of Your obligation to make payments due and payable to IronScales, neither IronScales nor You shall be considered to be in breach or default of the Agreement as a result of its delay or failure to perform its obligations herein when such delay or failure arises out of causes beyond the reasonable control of the party whose performance has been affected.

Third Party Beneficiary Rights. Nothing in this Agreement shall benefit or create any right or cause of action in or on behalf of any person or entity other than You and IronScales.

Entire Agreement. This Agreement constitutes the complete and entire agreement between IronScales and You with respect to the Service. It replaces and supersedes any prior agreements, oral or written, between IronScales and You concerning the subject matter hereof.

Service Commitment

About the IronScales.com Service

Thanks for choosing the world's leading solution to help you build awareness for your staff and customers about the dangers of spear phishing. IronScales facilitates and automates the execution of mock phishing exercises against employees, provides clear and accurate reporting on user behavior, and most importantly provides instant, targeted employee training.

Commitment to Uptime

IronScales has large international subscribers and assumes that they may need to use the solution through out a given 24-hour period. As an awareness education service, the IronScales.com solution is not considered a mission critical processing service. However, our goal is to provide the customer with online availability of the service 99.9% of the time in order to meet their training objectives.

Scheduled Maintenance

Scheduled maintenance is used for major upgrades to our applications, servers, or networks. Scheduled maintenance only occurs after the test plan has been successfully tested in our staging environment. Scheduled maintenance timeslots are reserved in advance and a customer announcement message is presented to the subscriber. If a customer forgets about scheduled maintenance and tries to schedule phishing scenario, a technical control in will prevent and remind the user about the maintenance window. This prevents customers from accidentally scheduling a phishing scenario during a period of time where the service may be offline.

Downtime

Downtime is defined as an unexpected or unplanned event that would make the service unavailable to all of its customers.

Uptime Commitment

IronScales is committed to providing online availability to its service 99.9% of the time.

Support Hours

Currently IronScales support can be reached via contact@IronScales.com, a web form, or via telephone at +972528549106. Currently support staff work S-T GMT+2 8am-6pm. Special cases that require support outside of those hours can be scheduled. As IronScales continues to grow, we plan to extend these hours.

Resolution Time

Every support request that comes in during core support hours is entered into the tracking system and processed on that shift. If a request comes in outside of core support hours it is processed the next day. General account maintenance (e.g. password resets, email uploads, etc..) are fulfilled the same day. Domain registration requests take two days to complete. Other issues (e.g. a potential bug or troubleshooting that requires replicating a customer configuration in our labs) may take longer, but the customer will receive updates each day. Many times these issues require coordinated testing between IronScales support and the customer.