

## **Data Processing Agreement**

This Data Processing Agreement (“**DPA**”) forms an integral part of, and is subject to, the Corallogix Master Subscription Terms (“**Principal Agreement**”), entered into by and between Corallogix Ltd., with offices located at Abba Hillel Silver Rd. 19 Ramat Gan, and/or its Affiliates (“**Corallogix**”) and you and/or your Affiliates (“**Customer**”). The DPA together with the Principal Agreement are collectively referred to as the “**Agreement**”. Corallogix and Customer are hereinafter jointly referred to as “**Parties**” and individually as “**Party**”. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Principal Agreement.

If the Customer is an Ordering Activity under GSA Schedule Contracts, it shall only be required to comply with the Federal law of the United States and expressly does not agree to comply with any provision of this Data Processing Agreement, EU Law, or law of an EU Member State that is inconsistent with the Federal law of the United States.

### **1. Definitions**

- 1.1. “**Affiliate**” means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with the subject entity. “**Control**” for purposes of this definition means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity;
- 1.2 “**Controller**” means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data;
- 1.3. “**Customer Personal Data**” means any Personal Data Processed by Corallogix on behalf of Customer pursuant to or in connection with the Principal Agreement;
- 1.4. “**Data Protection Laws**” / “**applicable laws**” means (a) EU Data Protection Laws, (b) the UK GDPR, (c) the Swiss FADP, and (d) to the extent applicable, the data protection or privacy laws of any other applicable country as agreed in writing between the Parties, including in the United States of America, India and Israel;
- 1.5 “**Data Subject**” means the identified or identifiable person to whom Personal Data relates;
- 1.6 “**EU GDPR**” means regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, (General Data Protection Regulation) or supplements;
- 1.7 “**EU SCC**” or “**EU Standard Contractual Clauses**” means the European Commission’s Standard Contractual Clauses for the transfer of Personal Data from the European Union to Processors (as set out in Annex to Commission Decision 2010/87/EU) established in third countries which do not ensure an adequate level of data protection;
- 1.8 “**FADP**” means the Swiss Federal Act on Data Protection (FADP), June 19, 1992, SR 235.1 and any subsequent amendments, replacements, or supplements including any guidelines and clarifying materials published by the Swiss Federal Data Protection and Information Commissioner (FDPIC);
- 1.9 “**Personal Data**” means any information relating to (i) an identified or identifiable natural person and (ii) an identified or identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person, where for each (i) or (ii), such data is Customer Personal Data;

- 1.10 “**Personal Data Breach**” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed;
- 1.11 “**Process/Processing**” means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as (but not limited to) collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;
- 1.12 “**Processor**” means a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Controller, including as applicable any “service provider” as that term is defined by the EU / UK GDPR;
- 1.13 “**Sub Processor**” means a Processor appointed by Coralogix, on its behalf, to Process the Customer Personal Data excluding an employee of Coralogix;
- 1.14 “**Standard Contractual Clauses**” or “**SCCs**” means the EU SCC, the UK Addendum, and the Swiss Addendum as defined herein, and as applicable to the transfers of Personal Data pursuant to this DPA;
- 1.15 “**Swiss Addendum**” means the applicable standard data protection clauses issued, approved or recognized by the Swiss Federal Data Protection and Information Commissioner, specifically the FADP;
- 1.16 “**UK Addendum**” means the International Data Transfer Addendum to the EU SCC issued by the UK Information Commissioner’s Office;
- 1.17 “**UK GDPR**” means the Data Protection Act 2018, c. 12 (U.K.) and the EU GDPR as adapted into law of the United Kingdom;
- 1.18 “**India Addendum**” means the applicable standard data protection clauses issued, approved, or duly recognized according to the laws of the Republic of India, specifically the DPDP Act and/or the Aadhaar Act and/or any other Indian Privacy Law (together the “**Indian Privacy Laws**”);

## **2. Processing of Customer Personal Data**

- 2.1 This DPA applies only to Personal Data obtained by Coralogix from the Customer’s use of Coralogix’s services, as outlined in Annex 1 (Details of Processing of Customer Personal Data). Coralogix acts as a **Processor** of Personal Data on behalf of the Customer, who is the **Controller**.
- 2.2. Coralogix shall not Process Customer Personal Data other than according to the Customer’s documented reasonable and customary instructions as specified in the Principal Agreement or this DPA, unless such Processing is necessary by applicable laws.
- 2.3. Customer instructs Coralogix (and authorizes Coralogix to instruct each Sub Processor) to (i) Process Customer Personal Data to the extent required for the provision of Coralogix’s Services under the Agreement; and, in particular (ii) transfer Customer Personal Data to any country or territory, all as reasonably necessary for the provision of the Services and as per the terms of this Agreement and applicable laws.
- 2.4. The Customer guarantees it has the authority to provide instructions regarding Personal Data on behalf of itself and its Affiliates, for the duration of the Agreement and any additional lawful Processing period

2.5 Without derogating from any other provision of the Agreement, and in the event that the Customer Personal Data includes, any Personal Data which is not expressly identified under Annex 1 (Details of Processing of

Customer Personal Data) (collectively, “Excess Personal Data”), Customer and not Coralogix, shall be fully responsible for any use, Processing, editing, hosting, transferring, storing, reproducing, modifying of such Excess Personal Data, and Customer hereby represents and warrants that Customer has provided sufficient notices and obtained necessary or advisable consents required from any third-party and otherwise has the lawful basis upon which to share the Excess Information, including any Personal Data, included therein with Coralogix and its Affiliates, and to make any and all uses as otherwise contemplated under the Agreement.

### **3. Customer Obligations**

Customer shall comply with all applicable laws in connection with the performance of this DPA. As between the Parties, Customer shall be solely responsible for compliance with applicable laws (including Data Protection Laws) regarding the collection of and transfer to Coralogix of Customer Personal Data. Customer agrees not to provide Coralogix with any Special Categories of Personal Data (i.e. Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person’s sex life or sexual orientation) other than as provided in **Annex 1** (Details of Processing of Customer Personal Data).

### **4. Coralogix Personnel**

Coralogix shall take reasonable steps to ensure that access to the Customer Personal Data is limited on a need to know/access basis, and that all Coralogix personnel receiving such access are subject to confidentiality undertakings or professional or statutory obligations of confidentiality in connection with their access and/or use of Customer Personal Data.

### **5. Security**

In relation to the Customer Personal Data, Coralogix shall implement appropriate technical and organizational measures as identified under **Annex 4** (Technical and Organizational Measures) to establish an appropriate level of security for the Customer Personal Data.

### **6. Sub Processing**

- 6.1. Customer authorizes Coralogix and each Coralogix Affiliate to appoint (and permit each Sub Processor appointed in accordance with this Section 6 to appoint) Sub Processors in accordance with this Section 6 and any restrictions in the Agreement.
- 6.2. Coralogix and each Coralogix Affiliate may continue to use those Sub Processors already engaged by Coralogix or any Coralogix Affiliate as of the date of this DPA as identified in **Annex 3** to this DPA (List of Authorized Sub Processors), including for the purpose of cloud hosting services by reputable Sub Processors.
- 6.3. Coralogix may appoint new Sub Processors and shall give prior notice of the appointment of any new Sub Processor (for instance by updating the [list of sub-processors](#) on its website at least seven (7) days in advance of appointment of the new Sub Processor, which list could be subscribed to by the Customer for receiving the relevant updates), whether by general or specific reference to such Sub Processor (e.g., by name or type of service), including relevant details of the Processing to be undertaken by the new Sub Processor. If Customer notifies Coralogix in writing of any objections (on reasonable data protection grounds) prior to the proposed appointment, the parties shall discuss commercially reasonable alternative

solutions in good faith. If the parties cannot reach a resolution, the Company will either not appoint or replace the Sub Processor for the applicable services, or, if this is not possible, the Customer may terminate the applicable order form(s) with respect only to those Services which cannot be provided by the Company without the use of the objected-to new SubProcessor by providing written notice to the Company. The Company will refund the Customer any prepaid fees covering the remainder of the term of such order form(s) following the effective date of termination with respect to such terminated Services, without imposing a penalty for such termination on the Customer. If the Customer does not object to the appointment of a new Sub-Processor within three (3) business days, the appointment or replacement of the relevant Sub Processor shall be deemed approved by the Customer.

6.4. With respect to each new Sub Processor, Coralogix shall:

- 6.4.1 take reasonable steps (for instance by way of reviewing privacy policies as appropriate) before the Sub Processor first Processes Customer Personal Data, to ensure that the Sub Processor is committed to provide the level of protection for Customer Personal Data required by the Agreement; and:
- 6.4.2 ensure that the arrangement between Coralogix and the Sub Processor is governed by a written contract, including terms which offer a materially similar level of protection for Customer Personal Data as those set out in this DPA and meet the requirements of Data Protection Laws; and:
- 6.4.3 remain responsible for Processing of Customer Personal Data by Sub Processor.

## **7. Data Subject Rights**

7.1. Customer shall be solely responsible for compliance with any statutory and regulatory obligations concerning requests to exercise Data Subject rights under Data Protection Laws (e.g., for access, rectification, deletion of Customer Personal Data, etc.). After considering the nature of the Processing, Coralogix shall reasonably endeavor to assist Customer insofar as feasible, to fulfil Customer's said obligations with respect to such Data Subject requests, as applicable, at Customer's sole expense.

7.2. Coralogix shall:

- 7.2.1. unless otherwise required under applicable laws, promptly notify Customer if it receives a request from a Data Subject under any Data Protection Law in respect of Customer Personal Data; and
- 7.2.2. ensure that it does not respond to that request except on the documented instructions of Customer or as required by applicable laws to which Coralogix is subject, in which case Coralogix shall, to the extent permitted by applicable laws, inform Customer of that legal requirement before it responds to the request.

## **8. Personal Data Breach**

8.1. Coralogix shall notify Customer within forty-eight (48) hours upon Coralogix becoming aware of a Personal Data Breach affecting Customer Personal Data, in connection with Coralogix's or Coralogix's Affiliates' Processing of such Customer Personal Data. In such event, Coralogix shall provide Customer with information (to the extent in Coralogix's possession) to assist Customer to meet any obligations to inform Data Subjects or data protection authorities of the Personal Data Breach under the Data Protection Laws.

- 8.2. At the written request of the Customer, Coralogix shall reasonably cooperate with Customer and take such commercially reasonable steps as are agreed by the Parties or necessary under Data Protection Laws to assist in the investigation, mitigation and remediation of each such Personal Data Breach at Customer's sole expense.

## **9. Data Protection Impact Assessment and Prior Consultation**

At the written request of the Customer, Coralogix and each Coralogix Affiliate shall provide reasonable assistance to Customer, at Customer's expense, with any data protection impact assessments or prior consultations with competent data privacy supervisory authorities, as required under any applicable Data Protection Laws. Such assistance shall be solely in relation to the Processing of Customer Personal Data by Coralogix.

## **10. Deletion or return of Customer Personal Data**

- 10.1. Subject to Section 10.2 below, Coralogix shall promptly but no later than sixty (60) days of the date of cessation of any Services involving the Processing of Customer Personal Data, delete or pseudonymize all copies of such Customer Personal Data, except any copies that are authorized to be retained under this DPA or required to be retained in accordance with applicable law and/or regulation. Coralogix shall ensure the confidentiality of all such Customer Personal Data and shall ensure that it is only Processed for such legal purpose(s).
- 10.2. Upon Customer's prior written request, Coralogix shall provide written certification to Customer that it has complied with this Section 10.

## **11. Audit Rights**

- 11.1 Upon Customer's prior written request and as required by applicable Data Protection Laws, Coralogix shall provide a reputable independent auditor, chosen by the Customer, with necessary information to demonstrate compliance with the DPA. This includes allowing audits or inspections related to the Processing of Customer Personal Data, subject to standard confidentiality obligations.
- 11.2 Audits and the provision of related information will be at the Customer's sole expense and only apply if the Agreement does not already provide the relevant information and meet the audit requirements under applicable laws.
- 11.3. Customer shall give Coralogix reasonable prior written notice of any audit or inspection to be conducted, including the time, scope and duration of the audit and shall not cause (and ensure that each of its mandated auditors does not cause) any damage, injury, tort or disruption to Coralogix premises, equipment, personnel and business in the course of such an audit or inspection. Coralogix shall not give access to its premises for the purposes of such an audit or inspection if:
- 11.3.1. an audit has already been performed by or on behalf of the Customer in the preceding twelve (12) month period; or:
  - 11.3.2. an individual fails to produce reasonable evidence of identity and/or authority; or:
  - 11.3.3. Coralogix was not given written notice of such audit or inspection at least thirty (30) days in advance; or:

11.3.4. the audit or inspection takes place outside normal business hours, unless the audit or inspection needs to be conducted on an emergency basis and Customer has given prior notice to Coralogix that this is the case before attendance outside those hours begins; or:

11.3.5. the audit or inspection is for premises outside Coralogix's control (such as data storage farms of Coralogix's cloud hosting providers or Sub Processors).

## **12. Restricted Transfers**

12.1. Processing of Personal Data shall be carried out by Coralogix exclusively within the EU/EEA, Switzerland, the United Kingdom, or the Republic of India unless otherwise previously explicitly approved in writing by the Customer. The approval shall be deemed granted for Sub Processors enumerated in **Annex 3** (List of authorized Sub Processors) attached hereto. It is hereby clarified that if the Customer Personal Data is transferred, whether directly or via onward transfer, to any country or recipient not recognized by the applicable governing authority as providing an adequate level of protection of Personal Data ("Restricted Transfer"), then the Standard Contractual Clauses will apply to such transfer, as detailed below.

12.2. Transfers from the EEA: Where a Restricted Transfer is made from the EEA, the terms of the transfer between the Parties shall be governed by the EU Standard Contractual Clauses which are incorporated herein by reference and considered duly executed between the Parties upon execution of this DPA. The particular roles of the Parties, the applicable extent, and the relevant modules of the EU Standard Contractual Clauses that will apply to such transfers are defined in Section A of **Annex 2** (Standard Contractual Clauses)

12.3. Transfers from the UK: Where a Restricted Transfer is made from the UK, the terms of the transfer between the Parties shall be governed by the UK Addendum that is incorporated herein by reference and considered duly executed between the Parties upon execution of this DPA, as applicable to the transfer. Section B of **Annex 2** (Standard Contractual Clauses) includes all necessary information that is required in Part 1 of the UK Addendum.

12.4. Transfers from Switzerland: Where one Party transfers Personal Data from Switzerland to the other Party who has its place of business in an unsecure country, the terms of the transfer between the Parties shall be governed, to the extent applicable by the Swiss Addendum which is incorporated herein by reference and considered duly executed between the Parties upon execution of this DPA. Section C of **Annex 2** (Standard Contractual Clauses) includes all necessary information that is required in under the Swiss Addendum.

12.5. Transfers from India: To the extent that the Service involves Processing Personal Data of individuals located in the Republic of India, and where one Party transfers Personal Data from the Republic of India to the other Party who has its place of business in an unsecured country, the terms of the transfer between the Parties shall be governed, to the extent applicable by the Indian Addendum which is incorporated herein by reference and considered duly executed between the Parties upon execution of this DPA. Section D of **Annex 2** (Standard Contractual Clauses) includes all necessary information required under the Indian Addendum.

## **13. General Terms**

### **13.1. Governing Law and Jurisdiction.**

13.1.1. The Parties to this DPA hereby submit to the choice of jurisdiction stipulated in the Principal Agreement with respect to any disputes or claims howsoever arising under this DPA, including disputes regarding its existence, validity or termination or the consequences of its nullity.

13.1.2. This DPA and all non-contractual or other obligations arising out of or in connection with it are governed by the laws of the country or territory stipulated for this purpose in the Principal Agreement.

13.2. **Order of Precedence.** In the event of any conflict or inconsistency between this DPA and the Principal Agreement, this DPA shall prevail solely with respect to the subject matter of this DPA (except where explicitly agreed otherwise in writing, signed on behalf of the Parties). This DPA is not intended to, and does not in any way limit or derogate from Customer's own obligations and liabilities towards Coralogix under the Agreement, and/or pursuant to the EU / UK GDPR or any law applicable to Customer, in connection with the collection, handling and use of Personal Data by Customer or its Affiliates or other Processors or their Sub Processors, including with respect to the transfer or provision of Personal Data to Coralogix and/or providing access thereto to Coralogix.

### 13.3. **Changes in Data Protection Laws.**

13.3.1. Customer may by at least forty five (45) calendar days' prior written notice to Coralogix, request in writing any variations to this DPA if they are required, as a result of any change in, or decision of a competent authority under any applicable Data Protection Laws, to allow Processing of those Customer Personal Data to be made (or continue to be made) without breach of that Data Protection Laws; and

13.3.2. If Customer gives notice with respect to its request to modify this DPA under Section 13.3.1:

13.3.2.1. Coralogix shall make commercially reasonable efforts to accommodate such modification request; and

13.3.2.2. Customer shall not unreasonably withhold or delay Agreement to any consequential variations to this DPA proposed by Coralogix to protect Coralogix against additional risks, or to indemnify and compensate Coralogix for any further steps and costs associated with the variations made herein.

13.3.3. If Customer gives notice under Section 13.3.1 the Parties shall promptly discuss the proposed variations and negotiate in good faith with a view to agreeing and implementing those or alternative variations designed to address the requirements identified in Customer's notice as soon as is reasonably practicable. In the event that the Parties are unable to reach such an agreement within thirty (30) days, then Customer or Coralogix may, by written notice to the other Party, with immediate effect, terminate the Agreement to the extent that it relates to the Services which are affected by the proposed variations (or lack thereof).

13.4. **Severance.** Should any provision of this DPA be deemed invalid or unenforceable, then the remainder of this DPA shall remain valid and in force. The invalid or unenforceable provision shall either be (i) amended as necessary to ensure its validity and enforceability, while preserving the Parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

**IN WITNESS WHEREOF**, this Data Processing Agreement is entered into and becomes a binding part of the Principal Agreement with effect from the later date set out below.

**[Customer]**

**Coralogix Ltd.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## **Annex 1**

### ***Details of Processing of Customer Personal Data***

This **Annex 1** includes certain details of the Processing of Customer Personal Data as required by Article 28(3) of EU / UK GDPR.

| <b>Data Exporter</b>                    | <b>Data Importer</b> |
|-----------------------------------------|----------------------|
| Name: The above signed Party (Customer) | Name: Coralogix Ltd. |
| Role: Processor and/or Controller       | Role: Processor      |

1. **Subject Matter and Duration of the Processing of Customer Personal Data.** The subject matter and duration of the Processing of the Customer Personal Data are set out in the Agreement.
2. **The nature and purpose of the Processing of Customer Personal Data:** The nature of the Processing includes the collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, or restricting, erasing or destroying data (whether or not by automated means).

**The types of Customer Personal Data to be Processed are as follows:**

Personal Data which may be sent in logs.  
Customer employee contact information.

**Special Categories of Personal Data are as follows:** As  
may be sent in logs with prior written approval by  
Coralogix.

**The categories of Data Subjects to whom the Customer Personal Data relates to are as follows:** As may be  
sent in logs.

**The obligations and rights of Customer are as follows:**

The obligations and rights of Customer and Customer Affiliates are set out in the Principal Agreement and this DPA.

## Annex 2

### *Standard Contractual Clauses*

#### **A. EU Standard Contractual Clauses**

For the purposes of the EU Standard Contractual Clauses, the Parties agree on the following:

- (i) Module One and Module four language shall be deleted.
- (ii) Clause 7 (Docking Clause) does not apply.
- (iii) For Clause 9 (Use of sub-processors) (a) (only for MODULE TWO: Transfer controller to Processor and MODULE THREE: Transfer Processor to Processor), Option 1 applies with a thirty (30) day time period.
- (iv) The optional paragraph under Clause 11 (Redress) (a) does not apply.
- (v) For Clause 17 (Governing law) (only for MODULE TWO: Transfer Controller to Processor and MODULE THREE: Transfer Processor to Processor), Option 1 applies. The EU Standard Contractual Clauses shall be governed by the law of Ireland.
- (vi) For Clause 18 (Choice of forum and jurisdiction), any dispute arising from the EU Standard Contractual Clauses shall be resolved by the courts of Ireland.

The following modules of the EU Standard Contractual Clauses may apply to the transfers under this DPA:

☒ MODULE TWO: Transfer Controller to Processor

☒ MODULE THREE: Transfer Processor to Processor

|                                                                                                                       |                                                                                                                                                                  |
|-----------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b><u>Data Exporter:</u></b>                                                                                          | Customer.                                                                                                                                                        |
| <b><u>Data Importer:</u></b>                                                                                          | Coralogix, Abba Hillel Silver Rd. 19 Ramat Gan, Israel; Shiran Wolfman, <a href="mailto:legal@coralogix.com">legal@coralogix.com</a> ; Compliance Officer & DPO. |
| <b><u>Categories of data subjects whose Personal Data is transferred:</u></b>                                         | See Annex 1                                                                                                                                                      |
| <b><u>Categories of Personal Data transferred:</u></b>                                                                | See Annex 1                                                                                                                                                      |
| <b><u>Special categories of Personal Data (if applicable):</u></b>                                                    | See Annex 1                                                                                                                                                      |
| <b><u>The frequency of the transfer (e.g., whether the data is transferred on a one-off or continuous basis):</u></b> | The Processing is continuous for the duration of the Principal Agreement.                                                                                        |

|                                                                                                                                                 |                                                                                                                  |
|-------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|
| <b><u>Nature of the Processing:</u></b>                                                                                                         | The nature and purpose of Processing of Personal Data for the Controller are defined in the Principal Agreement. |
| <b><u>Purpose(s) of the data transfer and further Processing:</u></b>                                                                           | The nature and purpose of Processing of Personal Data for the Controller are defined in the Principal Agreement. |
| <b><u>The period for which the Personal Data will be retained, or, if that is not possible, the criteria used to determine that period:</u></b> | The Personal Data will be Processed in accordance with this DPA.                                                 |
| <b><u>Competent supervisory authority:</u></b>                                                                                                  | Irish Data Protection Commission                                                                                 |
| <b><u>Technical and organizational measures (only for MODULE TWO and MODULE THREE):</u></b>                                                     | See Annex 4 for technical and organizational measures implemented by the data importer.                          |
| <b><u>List of SubProcessors (only for MODULE TWO and MODULE THREE):</u></b>                                                                     | See Annex 3 below.                                                                                               |

## **B. UK Addendum**

|                                                                            |                                                                                                           |
|----------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|
| <b><u>Start date</u></b>                                                   | The execution date of the DPA                                                                             |
| <b><u>Addendum EU SCCs</u></b>                                             | The UK Addendum is appended to the EU Standard Contractual Clauses incorporated by Section 12 of the DPA. |
| <b><u>List of Parties</u></b>                                              | Data Exporter: See Section A of Annex 2<br><br>Data Importer: See Section A of Annex 2                    |
| <b><u>Description of Transfer</u></b>                                      | See Section A of Annex 2                                                                                  |
| <b><u>Technical and Organizational Measures</u></b>                        | See Annex 4 below                                                                                         |
| <b><u>List of Sub Processors</u></b>                                       | See Annex 3 below                                                                                         |
| <b><u>Ending the UK Addendum when the Approved UK Addendum changes</u></b> | Neither of the Parties may end the UK Addendum under Section 13.3.                                        |

## **C. Swiss Addendum**

Insofar as the data transfer under the DPA is governed by the FADP, provided that none of these amendments will have the effect or be construed to amend the Standard Contractual Clauses in relation to the processing of Personal Data under the EU GDPR, the following shall apply:

1. the Swiss Federal Data Protection and Information Commissioner (the “**FDPIC**”) will be the competent supervisory authority, in Annex I.C under Clause 13 of the Swiss Addendum;
2. the applicable law for contractual claims and place of jurisdiction for actions between the Parties under Clauses 17 and 18 of the Standard Contractual Clauses shall be as set forth in the Standard Contractual Clauses, provided that the term “**member state**” must not be interpreted in such a way as to exclude data subjects in Switzerland

from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18c;

3. references to the EU GDPR should be understood as references to the FADP; and
4. where the FADP protects legal entities as data subjects, the Swiss Addendum will apply to data relating to identified or identifiable legal entities.

|                                              |                                                                                                                |
|----------------------------------------------|----------------------------------------------------------------------------------------------------------------|
| <u>Start date</u>                            | The execution date of the DPA                                                                                  |
|                                              |                                                                                                                |
| <u>Addendum EU SCCs</u>                      | The Swiss Addendum is appended to the EU Standard Contractual Clauses incorporated by Section 12.4 of the DPA. |
| <u>List of Parties</u>                       | Data Exporter: See Section A of Annex 2<br><br>Data Importer: See Section A of Annex 2                         |
| <u>Description of Transfer</u>               | See Section A of Annex 2                                                                                       |
| <u>Technical and Organizational Measures</u> |                                                                                                                |
| <u>List of Sub Processors</u>                |                                                                                                                |

#### **D. Indian Addendum**

Insofar as the data transfer under the DPA is governed by the DPDP Act or any other applicable Indian law, provided that the Person (as defined below) located in the Republic of India or none of these amendments will have the effect or be construed to amend the Standard Contractual Clauses in relation to the processing of Personal Data under the EU GDPR, the following shall apply:

##### **1. Definitions**

- 1.1. “**Indian Privacy Laws**” means the Digital Personal Data Protection Act, 2023, No. 13 of 2023 (India) (“**DPDP Act**”) and the Targeted Delivery of Financial and Other Subsidies Act, 2016, No. 36 of 2016 (India) (“**Aadhaar Act**”) or any other Indian Privacy Law.
- 1.2. “**Data**” means a representation of information, facts, concepts, opinions or instructions in a manner suitable for communication, interpretation or processing by human beings or by automated means.
- 1.3. “**Data Fiduciary**” means any person who, alone or in conjunction with other persons, determines the purpose and means of processing Personal Data.
- 1.4. “**Data Principal**” means the individual to whom the Personal Data relates and where such individual is—(i) a child, including the parents or lawful guardian of such a child; (ii) a person with disability, including her lawful guardian, acting on her behalf.
- 1.5. “**Data Processor**” means any person who processes personal data on behalf of a Data Fiduciary.

1.6. **“Data Protection Officer”** means an individual appointed by the Significant Data Fiduciary under the DPDP Act.

1.7. **“Digital Personal Data”** means Personal Data in digital form.

1.8. **“Person”** includes— (i) an individual; (ii) a Hindu undivided family; (iii) Coralogix; (iv) a firm; (v) an association of persons or a body of individuals, whether incorporated or not; (vi) the State, as defined under Article 12 of the Constitution of India; and (vii) every artificial juristic person, not falling within any of the preceding sub-clauses.

1.9. **“Personal Data”** means any data about an individual identifiable by or in relation to such data.

## **2. General Requirements**

2.1. During any period in which Coralogix stores or processes the Personal Data of the Customer (including following the termination of the relationship between the Parties and/or the DPA), Coralogix agrees to comply with the Indian Privacy Laws.

2.2. Coralogix undertakes and agrees (i) to take all required measures to assure the privacy of Personal Data, (ii) that Personal Data will not be transferred to any other Person either within or outside its jurisdiction, except as necessary for the provision of Services and/or required by any applicable law, (iii) it shall contractually obligate all third-party service providers, outsourcers, processors, or other users of the Personal Data collected, held, or controlled by Coralogix to: (a) comply with the Indian Privacy Laws relating to the Coralogix’s data privacy and security policies; (b) take reasonable steps to protect and secure such Personal Data; and (c) restrict the use of Personal Data solely to the extent authorized or required by the servicing, outsourcing, processing or similar arrangement.

2.3. In addition to the obligations of this DPA, Coralogix’s processing of Personal Data will (i) keep the same confidential; (ii) implement appropriate organizational controls and training programs to train those of Coralogix’s personnel authorized to access and process the Personal Data, to ensure compliance with this DPA and any Indian Privacy Laws.

2.4. Coralogix shall execute DPAs identical or substantially similar to this DPA with all its third-party service providers, outsourcers, processors, or other users of the Personal Data involved in executing the obligations under the Agreement, such that the third-party service providers, outsourcers, processors, or other users of the Personal Data are bound by the terms of any Indian Privacy Laws.

2.5. Coralogix shall implement and publish a privacy policy on its website in accordance with the Indian Privacy Laws and the applicable provisions of the Aadhaar Act.

2.6. Coralogix shall implement data privacy and security policies and procedures regarding the privacy, security, use, collection, storage, disclosure, dissemination, transmission, or transfer (including cross-border transfer) of any Personal Data of Person sufficient to comply with the any Indian Privacy Laws.

## **3. Retention and Return of Personal Data**

Notwithstanding the aforesaid in Section 13.3.3 (Termination) of the DPA, Coralogix will retain Personal Data provided by Customer or collected or processed for or on behalf of Customer only for as long as necessary to satisfy the purpose(s) for which it was provided to Coralogix. Coralogix will promptly return, delete, or destroy all Personal Data upon the earlier of Customer’s request or after the

termination or expiration of the Agreement or this DPA. Coralogix will provide Customer with written confirmation that all such copies have been deleted or destroyed.

#### **4. Data Subject Rights**

- 4.1. Notwithstanding the aforesaid in Sections 2 and 11 of the DPA, Coralogix will provide such information and assistance as required by the Indian Privacy Laws that apply to Coralogix so that Customer can comply with Data Subject rights under the Indian Privacy Laws (including inspection, correction, rectification, erasure, and restriction of processing activities).
- 4.2. When a Data Subject whose Personal Data is being processed by Coralogix with a written request to inspect their Personal Data, Coralogix shall (i) within a reasonable period of time of receiving such request, inform the Data Subject of whether Coralogix processes the Data Subject's Personal Data and shall provide no additional information; (ii) provide the Data Subject with Customer's name and address for further inquiries; and (iii) provide Customer with written notice of the inquiry together with all relevant details within a reasonable period of time of being approached by the Data Subject, all without charge to the Data Subject.
- 4.3. If inspection reveals that the Personal Data being processed by Coralogix is inaccurate, Customer will instruct Coralogix to make corrections, and Coralogix will make such corrections and provide Customer with a written notice that the correction has been made.

#### **5. Security of Personal Data**

- 5.1. To the extent applicable, Coralogix shall duly appoint a grievance officer to address and resolve any grievances regarding the protection of Personal Data collected and stored by Coralogix.
- 5.2. Coralogix represents and warrants that there are no pending or unresolved grievances in relation to the protection of Personal Data and it is not in breach or non-compliance of any Indian Privacy Laws as of the Effective Date.
- 5.3. Notwithstanding the aforesaid in, except for disclosure of Personal Data required by data security requirements, authorized in writing by the Data Subject or provided for in Coralogix's data privacy and security policies, the Coralogix has never sold, rented or otherwise made available, and shall not sell, rent or otherwise make available, to third parties any Personal Data collected by.
- 5.4. Notwithstanding the aforesaid of the DPA, the listed Security Incidents to the Indian Computer Emergency Response Team ("CERT-In") as mandated under the applicable Indian Privacy Laws, within six (6) hours following awareness of such Security Incidents.

#### **6. Miscellaneous.**

- 6.1. Obligation to Erase: Unless required otherwise by the Indian Privacy Laws or any other applicable law, Coralogix will erase the Personal Data of Customer when it receives a request to do so based on a reasonable Customer's request.
- 6.2. Data Minimisation: Coralogix shall access and deal with only the utmost necessary Personal Data which is required to be accessed to provide the services to the Customer.
- 6.3. Data Protection. Coralogix will implement measures to protect personally identifiable Customer Data in its possession or under its control, including in respect of any processing undertaken by it or on its behalf by its sub-processors – by taking reasonable security safeguards to prevent a Personal Data Breach.

6.4. Data Transfer Restrictions: Coralogix shall not transfer or store Customer Personal Data outside India without the Customer's prior written approval.

### **Annex 3**

#### ***List of authorized Sub Processors***

List of authorized Sub Processors – <https://coralogix.com/authorized-sub-processors/>

## **Annex 4**

### ***Technical and Organizational Measures***

**Technical and organizational measures including such measures to ensure the security of the data.**

Coralogix' s Technical and Organizational Measures are outlined under Coralogix' s EU / UK GDPR Compliance file (as may be amended from time to time) available at <https://coralogix.com/wp-content/uploads/2024/01/GDPR-Compliance-2024.docx.pdf>

## Exhibit A: AI Tools Acceptable Use Policy

### 1. Purpose

The emerging tools offered by OpenAI and other AI-based third-party tools ("AI Tools") can increase productivity and assist **organizations with completing certain tasks, however, there are some conducts that all personnel should follow in order to ensure the security, integrity and quality of work products. This policy outlines our company's commitment to responsible implementation of AI Tools to ensure that said use is consistent with our values and mission, business standards, security policies, and that the associated risks are appropriately managed. The following guidelines should apply to any use of AI Tools by company personnel across the board, in all positions.**

### 2. Potential Risks of AI Tools

#### 2.1 Background

Currently, companies and employees are actively exploring the potential of AI Tools. Although these tools are beneficiary, it is **important to be aware of and prepared for the risks associated with them. The main risks arising from the use of AI Tools concern** exposure of company's intellectual property, security of company's solution and the personal data of our customers and partners, accuracy of the output, and other legal, regulatory, and privacy risks to consider, all as shall be further detailed in this Section.

#### 2.2 Disclosure of Non-Public Company and Personal Data through the AI Tools

**The use of AI Tools may result in access and processing of sensitive information, intellectual property, source code, trade secrets, and other data, through direct user input or APIs offered by AI Tools, including customer or private information and confidential information. Transmitting confidential and personal data outside of the organization's own servers, much the same as with the cloud, could trigger legal and compliance exposure.**

#### 2.3 Compliance with Data Privacy Regulation

Using AI Tools as part of the company's processing of personal data must be compliant with data privacy regulations such as GDPR (Europe), CCPA (California), and other applicable data protection laws. Specifically, the use of AI Tools in conjunction with **a chatbot service could create direct and immediate legal or regulatory exposure.**

#### 2.4 Data Breach

**The AI-Tools available in the market are relatively new, and their security practices and vulnerabilities may raise concerns in that respect. If the AI Tool's own systems and infrastructure are not secure, potential data breaches may occur and lead to the exposure of sensitive information such as customer data, financial information, and proprietary business information.**

## 2.5 Intellectual Property

**AI Tools are trained on diverse data, which may include an unknown quantity of copyrighted and proprietary material, raising ownership and licensing questions between the enterprise, and other parties whose information was used to train the model.** In addition, the same content could potentially be generated for multiple parties. Furthermore, AI Tools may return fragments of **content or code that could include proprietary content or content covered by Open-Source licensing models.** Such content could create legal exposure and, in some cases, require the release of the code produced using these tools as Open Source.

## 2.6 Cybersecurity and Code Vulnerability

Threat actors use AI Tools for malicious purposes, increasing the frequency of their attacks and the complexity level some are currently capable of, e.g. phishing attacks, fraud, social engineering, and other possible malicious use such as embedding malware **within the output.** Also, **code generated by AI Tools could potentially be used and deployed without a proper security audit or a code review to find vulnerable or malicious components.**

## 2.7 Ethics and Reputation

Training on biased data may lead to illegal discrimination, potential damage to reputation, and possible legal repercussions for the company. When using or making content created by AI Tools publicly available, one could potentially publish defamatory, discriminatory, or illegal content.

## 3. Acceptable Use Policy

**3.1** All company personnel is prohibited from sharing, submitting, or enabling access to AI Tools, any confidential information, proprietary business and/or technical information of the company, or any personally identifiable information which can reasonably identify an individual. This includes, specifically, refraining from sharing any source code of the company and any non-public information provided by company's customers, including through inquiries, interactions, submittals, and other uses of the AI Tools. If company personnel considers that a specific use case requires disclosure of confidential/personal information in connection with the use of AI Tools, he/she should consult with the relevant supervisor or team lead.

**3.2** The use of AI Tools is generally not intended for the development or creation of the core intellectual property of the company. If a company personnel expects that the generated output may include valuable intellectual property, he/she should consult with the relevant supervisor or team leader prior to making such use of the AI Tool and/or using the AI Tool's output for any purpose.

- 3.3** When using AI Tools and AI-generated output, company personnel must comply with all relevant laws and regulations, including those related to data privacy and information security.
- 3.4** Any results or output of AI Tools should be reviewed carefully and modified (if, and as necessary) by company personnel, in order to ensure accuracy, credibility and compliance of output. The AI Tools providers do not offer any warranty for the accuracy or truthfulness of the output and therefore, it is crucial that qualified human personnel will thoroughly review any AI-generated output.
- 3.5** All company personnel shall consult with their supervisor or the appropriate team lead to learn which of the currently available third-party AI Tools are permitted to be used by the company. Any use of AI-Tools not explicitly approved by the company is strictly prohibited.
- 3.6** The use of AI Tools by company personnel must be performed in a respectful and professional manner, refraining from using profanity, discriminatory language, or any other form of communication that could be perceived as offensive.
- 3.7** When sharing unmodified output generated by AI Tools with customers or publicly, personnel should refrain from making any representation that implies that the output was human-generated.
- 3.8** All company personnel should report any concerns or incidents related to the use of AI Tools to their supervisor or the appropriate team lead.



## SUPPORT POLICY

### 1. General Overview

Coralogix shall provide support services to the Customer as outlined in this policy. Terms capitalized but not defined here shall have the meanings given in Coralogix Master Subscription Terms. Customers are expected to submit support requests through the channels designated under 'Contacting Coralogix Support.' To ensure timely assistance, Customers should provide Coralogix with necessary information and reasonable assistance, including a detailed issue description, relevant configuration details, log files, and help in reproducing errors.

### 2. Self-Help Resources

Coralogix offers various self-help resources for Customers to independently address queries regarding the Services. These resources are intended for reference only and do not constitute formal support. Customers are responsible for assessing the relevance and accuracy of any information they find. Available self-help resources include:

- **Documentation:** Comprehensive guides and articles on utilizing and configuring Coralogix Services available at [Documentation](#).
- **Coralogix Academy:** Access pre-recorded courses at [Coralogix Academy](#).

### 3. Support User Access

To ensure privacy, security, and efficient support management, and subject to the Customer's approval, Coralogix will open and maintain a dedicated support user within the Customer's account. This account will be used exclusively by Coralogix's Support, Customer Success and R&D teams for processing and handling onboarding, data migration, and ongoing support, as well as proactive maintenance activities. All Support Services will be provided via the support user to allow audit transparency and to maintain the privacy and security standards of both parties. The Customer retains full control and may limit or revoke Coralogix's access to the support account at any time by providing written notice to Coralogix.

### 4. Contacting Coralogix Support

Customers may submit support requests 24 hours a day, 7 days a week, through the following channels:

- **In-App Support Chat**
- **Email:** Send support requests to [support@coralogix.com](mailto:support@coralogix.com)



## 5. Support Plan

Corallogix will respond to support requests within 5 minutes and shall resolve incidents in accordance with the following timeframes:

| Incident                          | Definition                                                                                                                                | Additional Actions                                                                                            |
|-----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|
| <b>Business Critical Incident</b> | (a) Complete failure or significant reduction in Service performance, or (b) the Customer is unable to access the Service at all.         | Continuous work 24x7 to provide a Workaround or Resolution, with regular updates and senior-level escalation. |
| <b>Degraded Service Incident</b>  | Partial failure or non-material reduction in Service performance, where the Customer can access some but not all features of the Service. | Support during Business Hours. If unresolved within 4 business hours, escalation to senior engineering.       |
| <b>General Issue</b>              | Any other issues that do not qualify as Business Critical or Degraded Incidents.                                                          | Issue addressed during Business Hours, offering a workaround or resolution as appropriate.                    |

- **Business Hours:** 06:00 AM Sunday - 02:00 AM Saturday (GMT).
- **Incident:** A situation where the Service does not perform as agreed in the Master Subscription Agreement, Order, or Documentation.
- **Resolution:** The point at which Corallogix resolves the Incident or determines its caused by an exclusion.
- **Workaround:** A temporary solution to restore functionality without fully resolving the issue.

## 6. Miscellaneous

6.1 Corallogix Technical Support services are provided exclusively in connection with Corallogix-related functionalities and offerings. We are unable to extend support for third-party products, services, or customer-specific configurations, including any non-Corallogix system infrastructure or external integrations. Support is limited to issues and inquiries directly related to the Corallogix platform and its supported features, integrations, and use cases, ensuring that all guidance and troubleshooting efforts are focused on maximizing your Corallogix experience.



6.2 Free and Pre-Commercial Services – Any services provided by Corallogix without charge, including alpha, beta, or other pre-commercial releases of Corallogix products or features, are offered as-is without guaranteed support.

6.3 Corallogix Support Services are available exclusively in English.

## **7. Modifications**

Corallogix may revise Support Plan periodically. Any changes will not materially decrease the level of support during an active subscription term. Any changes to the Support Plan that will materially decrease the level of support during subsequent subscription terms shall be provided to the GSA CO for review and must be agreed to in writing by both parties.

## CORALOGIX MASTER SUBSCRIPTION TERMS

Updated December 2024

This Coralogix Master Subscription Terms (hereafter **"Terms"**) is made by and between Coralogix Ltd., a company incorporated under the laws of Israel, having its principal place of business at 21 Aba Hilel St., Ramat Gan, Israel 5252213, or any of its Affiliates at its discretion (**"Coralogix"**) and the entity entering in an Order referencing this Agreement (**"Customer"**). These Terms govern Customer's use of Coralogix's service(s) as made available from time to time and further defined below. The term **"Order"** shall mean any written quote, order, or other ordering document acceptable to, acknowledged or executed in writing by Coralogix and Customer, either online or offline or through an Authorised Reseller (these Terms collectively with an applicable Order, hereafter the **"Agreement"**). For the purpose of these Terms **"Affiliate"** is defined to mean, any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control" for purposes of this definition means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICE. IF YOU DO NOT AGREE TO THESE TERMS OR ARE NOT AUTHORIZED TO BIND THE ENTITY ON BEHALF OF WHICH YOU ARE ACTING, PLEASE DO NOT ACCESS OR USE THE SERVICE; BY ACCEPTING THESE TERMS BY EXECUTING A WRITTEN ORDER THE SERVICES, YOU ARE AGREEING TO THE TERMS AND CONDITIONS OF THE AGREEMENT (HOWEVER THEY WERE ACQUIRED INCLUDING WITHOUT LIMITATION THROUGH AN AUTHORIZED RESELLER OR ONLINE MARKETPLACE.) ON BEHALF OF THE ENTITY ON BEHALF OF WHICH YOU ARE ACTING, AND YOU HEREBY REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO DO SO.

### 1. Services.

1.1 Services made available by Coralogix from time to time through the Coralogix software-as-a-service platform, and any related services provided by Coralogix to Customer, as detailed in an applicable Order, shall be referred to hereafter as the **"Services"**. Unless otherwise explicitly indicated in an Order, the term Services also includes all software, revisions, fixes, improvements and/or updates thereto, user manuals and documentation provided to Customer in connection with the operation of the Services, and available at ["Documentation"](#).

1.2 Subject to Customer's compliance with the terms, conditions and restrictions under the Agreement, including Customer's full and timely payment of applicable Fee(s) (as defined below), Coralogix hereby grants Customer a non-exclusive, non-transferable, non-sublicensable, revocable and limited right to access the platform and use such Services as listed in an applicable Order, all in object code form only, during the Term, for Customer's internal business purposes only, and within the scope specified in the applicable Order.

1.3 Customer may request in writing an increase of the Services scope, including via the Coralogix Support Chat. If Coralogix approved the requested scope increase, per mutually

executed Order for such increased scope, the increased scope shall be implemented within 24 hours of the increase Order effective date.

1.4 Customer may subscribe to the Services directly with Coralogix via an Order, including an Order issued by Coralogix's authorized reseller ("**Authorized Reseller**"), or via an online marketplace through which Coralogix may, from time to time, offer the Services. If Customer has purchased the Services from Authorized Reseller to the extent there is any conflict between this Agreement and the agreement entered between Customer and the respective Authorized Reseller, including any Authorized Reseller Order, then, as between Customer and Coralogix, this Agreement shall prevail. Any rights granted to Customer in such Authorized Reseller Order which are not contained in this Agreement, apply only in connection with such Authorized Reseller. In that case, Customer must seek redress or realization or enforcement of such rights solely with such Authorized Reseller and not Coralogix. It is hereby clarified that the Authorized Reseller is not permitted to offer terms that conflict with this Agreement. Additionally, if the reseller ceases to be an Authorized Reseller—whether due to non-payment for Services or other reasons, Customer's continued access to Services may be contingent on executing a direct agreement with Coralogix and settling any outstanding Fees not paid by the Authorized Reseller on behalf of Customer.

1.5 To the extent Coralogix makes available to Customer certain tools and/or features utilizing artificial intelligence technology ("**AI Tools**"), Customer hereby acknowledges and agrees that any use of such AI Tools shall be subject to these terms and the AI Tools Acceptable Use Policy attached hereto as **Exhibit A**.

1.6 Trial / Beta Access Terms. Coralogix may provide access to certain unpaid, trial, or beta features of the Services for the Customer to evaluate and experience the platform's capabilities. The Customer agrees to use these features solely for non-commercial, testing, or evaluation purposes, unless explicitly permitted otherwise by Coralogix in writing. The unpaid, trial, or beta features are provided "as-is" and "as-available" without any warranties, express or implied. These features may have limited functionality, may not be fully secure or reliable, and may not have complete support. Coralogix is not obligated to provide support, maintenance, or updates for any unpaid, trial, or beta features. Coralogix reserves the right to modify or discontinue any unpaid, trial, or beta features at any time, with or without notice, and without liability to the Customer. Upon completion of the trial or beta period, or upon Coralogix's request, the Customer agrees to discontinue use of the unpaid, trial, or beta features. Coralogix may remove or delete any data related to these features, and the Customer understands that continued access to such data or functionality may require a paid subscription or license. To the maximum extent permitted by law, Coralogix disclaims any and all liability arising from or related to the Customer's use of the platform during the trial or beta period.

**2. Hosting and Availability.** The Services are provided by Coralogix using a third-party reputable hosting services provider ("**Hosting Provider**"). The availability of the Services shall be contingent on the Hosting Provider's uptime and availability. On the effective date the Hosting Provider is AWS. Coralogix may engage an alternative reputable hosting

services provider, in which case Coralogix shall notify Customer (according to the provisions of the Data Processing Agreement ("DPA" further described below).

**3. Intellectual Property Rights.** Coralogix is the sole and exclusive owner of all rights title and interest, including all intellectual property rights, in and to the Services and all parts and components thereof and any and all derivatives, modifications, enhancements, changes and improvements thereof (the "**Coralogix Technology**").

**4. Feedback.** Customer may provide Coralogix feedback, suggestions, requests for enhancements, recommendations, corrections, or information regarding the Services (including without limitation the Services operation, performance, design of functionality) (collectively "**Feedback**"). Customer hereby grants Coralogix a royalty-free, worldwide, irrevocable, perpetual, unlimited license to use such Feedback in connection with the Coralogix Services. Coralogix shall ensure that its use of any Feedback will not identify the Customer, Customer's customers or any identifiable person.

**5. Use Restrictions.** Customer shall not, and shall not allow any third party: (i) to use the Services beyond the licensed scope as set forth under the applicable Order; (ii) to infiltrate, hack, reverse engineer, decompile, or disassemble the Coralogix Technology or any part thereof, for any purpose, nor attempt to do any of the foregoing; (iii) to represent that it possesses any proprietary interest in the Coralogix Technology or any part thereof, nor remove, alter or obscure any copyright, trademark or other proprietary rights notice, on or in, the Services; (iv) to directly or indirectly, take any action to contest Coralogix's intellectual property rights in the Coralogix Technology or infringe them in any way; (v) except as specifically permitted hereunder, to use the name, trademarks, trade-names, and logos of Coralogix (vi) to distribute, license, sublicense, grant access, or sell the Services or provide the Services as a service or as part of the service-bureau to any third party, unless expressly permitted under and applicable Order; (vii) to modify, alter, copy, transfer, emulate or create any derivative works of the Coralogix Technology or any part thereof; (viii) to bundle, integrate, or attempt to integrate with the Services, any third-party software technology other than as expressly permitted in writing by Coralogix; (ix) to use the Services for the purpose of any benchmarking or for competing services, activities or competing purposes (other than internal benchmarking and evaluation for Customer's internal business purposes which is not precluded hereunder); or (x) to use the Services for any unlawful purpose.

## **6. Customer Data and Usability Data.**

6.1 Any content, information or data provided or made accessible by Customer to Coralogix or otherwise collected by Coralogix in the course of or in connection with the provision of the Services and/or Customer's use thereof (collectively "**Customer Data**") is and remains (as between the parties) the property of Customer. Customer, and not Coralogix, shall be responsible for the Customer Data as it was provided, transmitted, or made available by, or obtained from Customer, including with respect to the Customer Data accuracy, completeness, truthfulness, errors and omissions and/or infringement of intellectual property of any third party.

6.2 The Services are not designed for processing sensitive information or personal data. Therefore, Customer Data must not include items such as trade secrets, social security numbers, protected health information, PCI DSS data, or special categories of personal data as defined under the GDPR, CCPA, or other applicable privacy laws. Coralogix provides the Customer with configuration tools to filter and mask Customer Data before it is sent to the Service. The Customer is responsible for using these tools or implementing other internal measures to ensure such data is not processed by the Services.

6.3 Customer acknowledges and agrees that Coralogix may collect and process information regarding the configuration, performance, security, access to and use of the Services by Customer (“**Usability Data**”) for its internal business purposes including to develop, improve, support, secure and operate services and to fulfill legal obligations. The Usability Data and Coralogix use thereof will not identify any person, nor identify the Customer or Customer’s customers.

## 7. Data Security and Privacy

7.1 During the Term, Coralogix’s Service will be provided in accordance with [Coralogix’s Security & Compliance Policies](#). Terms & Conditions purporting to bind Ordering Activity will be provided for review and attached hereto. If the Customer is an Ordering Activity under GSA Schedule Contracts, it shall only be required to comply with the Federal law of the United States and expressly does not agree to comply with any provision of EU Law, or law of an EU Member State that is inconsistent with the Federal law of the United States.

7.2 If **Customer Data** contains **Personally Identifiable Information**, its collection, storage, handling and processing during the subscription period shall be governed by Coralogix’s Data Processing Agreement (“DPA”) attached hereto as **Exhibit B**.

**8. Customer’s Representations and Warranties.** Customer hereby warrants, represents and covenants that for the duration of the Term: (i) Customer has obtained and is compliant with any third-party licenses, permits, consents and authorizations required in connection with the collection, processing and storage of the Customer Data and for the provision of, or making available of the Customer Data, to Coralogix under this Agreement; (ii) the Customer Data does not infringe upon any third party’s rights, including but not limited to any third party intellectual property rights, privacy rights or publicity rights; (iii) the Customer Data does not contain any viruses, worms, trojan horses or other harmful or destructive code; (iv) the Customer shall not install any hidden components or bundle any additional software; (v) the Customer will comply with all applicable laws, in its performance of this Agreement, including all applicable privacy laws and regulations; and (vi) the Customer Data and the products offered by Customer are not offensive, obscene or libelous, do not include any offensive material, do not offer or contain gambling products, counterfeit goods, tobacco, firearms, sexually explicit content, illegal.

**9. Coralogix Representations and Warranties.** Coralogix hereby warrants and represents that, to its knowledge: (i) the Service, used in accordance with these Terms, does not infringe

any third party's intellectual property rights; (ii) in the provision of the Services Coralogix is not in breach of any third-party licenses, permits, and authorizations required for the provision of the Services hereunder; (iii) the Service does not contain any viruses, worms, trojan horses, or other harmful or destructive code; and (iv) Coralogix complies with all applicable laws in its performance of this Agreement; (v) warrants that the Services will, for a period of sixty (60) days from the date of your receipt, perform substantially in accordance with Services written materials accompanying it.

**10. Support.** During the Term of this Agreement, and unless otherwise agreed under an applicable Order Coralogix will provide support chat, which shall be available 24 hours a day, 7 days a week. Coralogix shall use commercially reasonable efforts to ensure the proper functionality of the solution and the availability of the Service as reasonably customary in the industry; and any such additional support services as may be agreed in an applicable Order. Customer's sole and exclusive remedy for any alleged failure by Coralogix to provide Support with reasonable skill, care and diligence shall be performance of the applicable Support. You may view the detailed Support Policy attached hereto **Exhibit C**.

## **11. Payment and Taxes.**

**11.1 Fees and Payment Terms.** In consideration for the Services the Customer shall pay Coralogix a non-refundable fee (except in the case of a material breach, in accordance with Section 16.2.), payable on an annual basis (unless otherwise provided in an Order), all in accordance with the terms of the relevant Order (the "Fee"). Unless specified otherwise in the Order, Customer shall pay the Fee(s) and any amounts due under the Order within 30 days of the receipt date of an invoice.

**11.2 Digital Payment Means.** Coralogix may at its discretion offer the ability to pay the Fee via its online website, using a credit card, or other virtual wallets or third-party online marketplaces payment services that Coralogix may decide to make available at its sole discretion ("**Digital Payment Means**"). If Customer is using any Digital Payment Means, Customer represents and warrants that for the entire duration of the Term all authorizations to use such Digital Payment Means are and will remain in effect, the balance to process payments is and shall remain positive to allow the payment processing, and all details provided to Coralogix pertaining to such the Digital Payment Means and related credentials remain up-to-date.

**11.3 Taxes.** Coralogix shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k). Except as expressly provided in this Agreement, each party shall bear its own costs and expenses incurred in performance of this Agreement.

**11.4** Unless otherwise specified in an Order, all payment shall be made in USD. Amounts that are not paid in accordance with the terms stated in this Agreement and in the Order will be subject to a late charge at the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until

the amount is paid.. All payments under this Agreement are non-refundable (except in the case of a material breach, in accordance with Section 16.2).

11.5 If Customer purchased Services from an Authorized Reseller, unless otherwise specified in Authorized Reseller Order the Payments and Taxes shall be subject to these Terms.

**12. Limited Warranties.** Coralogix represents and warrants that the Services shall substantially perform in accordance with the Documentation. In the event of non-compliance, Coralogix shall use commercially reasonable efforts to adjust the Services to substantially perform in conformance with the Documentation with said adjustment or repair be Coralogix's sole liability for breach of this warranty and the Customer's sole and exclusive remedy therewith. The warranty set forth above shall not apply if the failure of the Services results from or is otherwise attributable to Customer's acts or omissions in violation of the Agreement. Notwithstanding anything to the contrary stated herein, Coralogix shall not be liable for any delay and/or unavailability of the Services, caused due to (a) failure of Customer to access the internet, any other public telecommunications network, or any shortage of power, (b) any use by the Customer of hardware and systems incompatible with the Services appliance, (c) maintenance within the Customer's systems affecting the operation of the Services, (d) The Hosting Provider uptime and availability that has not been adversely affected by Coralogix's actions and (e) output relying on tools and/or features utilizing third party artificial intelligence technology.

EXCEPT FOR THE WARRANTIES EXPRESSLY PROVIDED BY CORALOGIX IN THIS AGREEMENT, THE SERVICE(S) ARE PROVIDED AND MADE AVAILABLE (INCLUDING ANY OUTPUT, REPORT, SUGGESTIONS, RECOMMENDATION OR ANALYSIS GENERATED, LEARNED, OR MADE AVAILABLE, THEREBY) ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ACCURACY. CORALOGIX DOES NOT WARRANT THAT THE SERVICE WILL BE DELIVERED OR PERFORMED ERROR-FREE OR WITHOUT INTERRUPTION. CORALOGIX SHALL NOT BE RESPONSIBLE FOR ANY WARRANTIES AND REPRESENTATIONS MADE BY ANY AUTHORIZED RESELLER TO CUSTOMER, AND SUCH WARRANTIES AND REPRESENTATIONS ARE THE SOLE RESPONSIBILITY OF SUCH AUTHORIZED RESELLER

### **13. LIMITATION OF LIABILITY.**

(A) TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT FOR A PARTY'S LIABILITY RESULTING FROM EVENT OF GROSS NEGLIGENCE, PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE, INTENTIONAL MISCONDUCT OR FRAUD **NEITHER PARTY** OR ITS AFFILIATES SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, REPUTATION, PROFITS, OR DATA. (B) WITHOUT DEROGATING FROM THE GENERALITY OF THE FOREGOING, **EITHER PARTY'S** AND ITS AFFILIATES', DIRECTORS, EMPLOYEES, AGENTS AND CONTRACTORS MAXIMUM AGGREGATE LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL FEES PAID OR PAYABLE UNDER THE APPLICABLE ORDER TO

CORALOGIX IN THE TWELVE MONTHS PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. **THE FOREGOING LIMITATION UNDER PARAGRAPH (B) SHALL NOT APPLY TO (I) EITHER PARTY'S LIABILITY UNDER ITS INDEMNIFICATION OBLIGATIONS UNDER SECTION 14 BELOW AND (II) CUSTOMER'S LIABILITY IN THE EVENT OF BREACH OF THE SECTION 5 ("RESTRICTIONS ON USE") AND CUSTOMER'S PAYMENT OBLIGATIONS FOR SERVICES RENDERED.**

#### **14. Indemnifications.**

14.1 Coralogix Indemnification. Coralogix agrees to have the right to intervene to defend, at its expense, any third party action or suit brought against the Customer alleging that the Services when used as permitted under these Terms and each respective Order, infringes the intellectual property rights of a third party ("IP Infringement Claim"), and Coralogix will indemnify and hold harmless the Customer for any actual damages awarded in a final judgment against the Customer or settled in a settlement approved in writing by Coralogix, that are attributable to such IP Infringement Claim. If the Services become, or in Coralogix's opinion is likely to become, the subject of an IP Infringement Claim, then Coralogix may, at its sole discretion: (a) procure for the Customer the right to continue using the Services; (b) replace or modify the Services to avoid the IP Infringement Claim; or (c) if options (a) and (b) cannot be accomplished despite Coralogix's reasonable efforts, then Coralogix or Customer may terminate all affected Orders and Coralogix shall provide a pro-rata refund for any amount pre-paid by Customer for the remaining unused period of the Term. Notwithstanding the foregoing, Coralogix shall have no responsibility for IP Infringement Claims to the extent resulting from or related to: (i) Customer Data; (ii) modifications to the Services made by a party other than Coralogix or its designee; (iii) the Customer's failure to implement software updates provided by Coralogix; or (iv) combination or use of the Services with any software not supplied by Coralogix or not in accordance with the Documentation. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

#### **14.2 Reserved.**

14.3 Either party's indemnification obligations are conditional on the indemnified party (i) promptly notifying the indemnifying party in writing of such claim; (ii) allow the indemnifying party to have the sole and exclusive authority to assume all management, handling and defense or settlement of any such claim underlying the indemnity cause; and (iii) providing the indemnifying party with all reasonable information and assistance with respect to handling and managing the claim underlying the claimed indemnity liability, at indemnifying party expense. The indemnified party will not enter into any settlement in connection with the matter underlying the indemnification claim without the indemnifying party's prior written consent.

**15. Confidential Information.** Each party acknowledges that it may have access to certain confidential information of the other party ("Confidential Information"). Confidential Information will include all information in any form that under the circumstances of its disclosure, should reasonably be considered confidential, including but not limited to trade

secrets. Each party agrees that it will not use Confidential Information of the other party in any way, except as expressly required for the purposes of this Agreement, nor will it disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary on a need to know basis) any of the other party's Confidential Information and it will take reasonable precautions to protect the confidentiality of such information. Confidential Information shall not include any information that (i) is publicly known, (ii) was in the prior possession of a party and obtained through lawful means, (iii) was disclosed to a party by a third party without breaching any duty of confidentiality and (iv) was independently developed without using Confidential Information.

## **16. Term and Termination.**

**16.1 Term.** The Agreement shall become effective on the earlier of (i) the mutual execution by Customer and Coralogix of an Order referencing these Terms; or (ii) the subscription date set forth in the Order, and unless earlier terminated in accordance with Section 16.2, shall remain in effect for such term as specified in the Order (the "**Term**").

**16.2 Termination for Cause.** When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Coralogix shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

**16.3 Effects of Termination.** Upon termination or expiration of this Agreement and/or an Order: (i) all rights granted to Customer in connection with the Services shall expire, and Customer shall discontinue any further use and access thereof including, to the extent applicable, by deinstalling any Coralogix provided software; (ii) Customer shall, at its sole discretion and responsibility download all of its Customer Data prior to the effective date of termination. If the Customer terminates this Agreement in accordance with Section 16.2 (Termination for Cause), Coralogix will refund to the Customer any prepaid fees covering the remainder of the then-current Subscription Term after the effective date of termination. If in no event will termination relieve the Customer of its obligation to pay any fees payable to Coralogix for the period prior to the effective date of termination. Except where an exclusive remedy may be specified in these Terms, the exercise by either party of any remedy, including termination, will be without prejudice to any other remedies it may have under these Terms, by law or otherwise.

**16.4 Survival.** Section 3, 4, 5, 6, 11, 12, 13, 14, 15, 18, 19, 20 shall survive termination or expiration of this Agreement for any reason.

**17. Publicity.** Coralogix may issue a press release, case study, or general marketing communications concerning its involvement with Customer, including identifying the Customer as a customer of Coralogix in any Coralogix corporate sales presentations, trade shows, and websites to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71. Coralogix shall remove any use of the Client name and logo upon written request.

## 18. Compliance with Applicable Laws

**18.1 Export and Sanctions.** The Services may be subject to export laws and regulations of the United States and other jurisdictions. Coralogix and Customer each represents that it is not on any U.S. government denied-party list. Customer will not permit to access or use the Service in a U.S. or European Union embargoed countries or regions as may be updated from time to time, nor by any person who is on the U.S. OFAC Specially Designated Nationals List or otherwise on any U.S. government sanctioned or denied-party list persons, or otherwise in violation of any U.S. export law or regulation.

**18.2 Anti-Bribery and Anti-Corruption.** Each party shall comply with applicable laws concerning anti-bribery and anti-corruption, which may include the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act 2010.

**19. Governing law; Jurisdiction.** This Agreement is governed and interpreted in accordance with the Federal laws of the United States

Each party hereby expressly, knowingly, voluntarily and intentionally waive any right to trial by jury of any claim, demand, action or cause of action arising under or in connection with this Agreement.

## 20. Miscellaneous.

**20.1 Assignment.** Neither party may transfer or assign its rights or obligations under this Agreement without the prior written consent of the other party, except in connection with a merger, reorganization, sale or acquisition of all or substantially all the shares or assets of the applicable party in accordance with the provisions set forth at FAR 42.1204. Any purported assignment contrary to this section shall be void.

**20.2 Entire Agreement.** This Agreement is binding upon, and inures to the benefit of, Coralogix and Customer, and their respective successors. This Agreement constitutes the entire Agreement between the parties and supersedes any previous Agreements or representations, either oral or written with respect to the subject matter of this Agreement.

**20.3 Prevailing Agreement.** To the extent explicitly stated in the applicable Order, the terms contained in an applicable Order shall prevail over any contradicting terms contained in the automatic stripe or online package purchase flow made available through the Coralogix website and/or any other online marketplaces.

**20.4. Amendments.** All amendments may be made only in writing.

**20.5 Force Majeure.** In accordance with GSAR Clause 552.212-4(f), Neither party will be liable for any delay or failure to perform its obligations hereunder resulting from circumstances or causes beyond its reasonable control including, but not limited to on account of strikes, shortages, riots, insurrection, fires, flood, storms, explosions, acts of God, war, government or quasi-governmental authorities actions, acts of terrorism, earthquakes, or power outages.

20.6 Updates. From time to time, Coralogix may non-materially modify this Agreement. Unless otherwise specified by Coralogix, non-material changes become effective for Customer upon renewal of the then-current subscription term or upon the effective date of a new Order after the updated version of these Terms go into effect. Coralogix will use reasonable efforts to notify Customer of the changes through communications via Customer's Account, email or other means. Customer may be required to click to accept or otherwise agree to the non-materially modified Terms before renewing a Subscription Term or upon the effective date of a new Order, and in any event continued use of any Coralogix Services after the non-materially updated version of this Agreement goes into effect will constitute Customer's acceptance of such updated version.

20.7 Notices. All notices shall be in writing and delivered either personally, or by registered mail or courier, to the address and contact of the parties or by email, as set forth in the Order. legal notices to Coralogix shall be sent by email to Legal@Coralogix.com Any such notice shall be deemed given five business days after being placed in the mail, or one business day after personal delivery or email. You are responsible for keeping your email address up-to-date with Coralogix.

20.8. Independent Contractors. Nothing in this Agreement shall be construed to mean a relationship of agents, partners or joint venture between the parties. The parties are independent contractors.

20.9 Third Party Services. To the extent Coralogix provides any third party services, the terms of such third party service provider shall apply.

20.10. Waiver. Any failure by a party to insist upon or enforce performance by the other of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement or otherwise by law will not be construed as a waiver of such right.

IN WITNESS WHEREOF, the parties have caused these Terms to be executed by their duly authorized representatives.

\_\_\_\_\_  
Coralogix Ltd.

By:\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Customer

By:\_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A** - AI Tools Acceptable Use Policy

**Exhibit B** - Data Processing Agreement

**Exhibit C** - Support Policy