



Cyberbit Code of Conduct and Business Ethics for Partners

1. Definitions

- 1.1. In this Document the following capitalized terms shall have the meaning ascribed next to them, unless the context specifically requires otherwise:
- 1.1.1. “**Affiliate**” means, with respect to any Person, any Person that directly or through one or more intermediaries Controls, is Controlled by, or is under common Control with such Person, where “Control” means the ownership of at least fifty percent (50%) of such Person’s share capital.
 - 1.1.2. “**End User**” means the customer of the Partner within the Territory which has entered into a purchase order with the Partner for Reselling the Product(s) and/or providing the Services, in accordance with and subject to the terms and conditions of this Document. No customer of the Partner shall become an End User unless it has consented to the terms of the EULA.
 - 1.1.3. “**End User License**” means a license by Cyberbit to the End User to use the Software contained in the applicable Product and the Documentation solely according to the terms and conditions of the EULA.
 - 1.1.4. “**End User License Agreement**” or “**EULA**” shall mean an agreement between Cyberbit and End User, according to which CYBERBIT licenses the Product to an End User, available at Cyberbit’s website (<https://www.cyberbit.com/support/>)
 - 1.1.5. “**COTs**” shall mean commercial off the shelf hardware or software.
 - 1.1.6. “**Documentation**” means the technical manuals, instructions, user information or manuals, training materials and any and all other material and documentation that accompany the Products or otherwise provided by Cyberbit, as may be amended or updated from time to time by Cyberbit.
 - 1.1.7. “**Intellectual Property Rights**” means any information (including but not limited to information in data, materials, documentation, results of experimentation, inventions, tests, discoveries, ideas, concepts, drawings, designs, formulas, methods, processes, formulas, software, know-how and other confidential information), patents, inventions, copyright and related rights, trademarks, trade secrets, rights to goodwill and to sue for passing off and unfair competition, domain names, design rights, database rights, and other intellectual property rights of whatever nature, which relate to the Products, Software, Documentation, any technology of Cyberbit or its Affiliates, and their respective Proprietary Information, whether or not each of the above is patentable, copyrightable or protectable as trade secrets, irrespective of whether it has been registered as a patent, copyright, trademark or other form, and irrespective of whether it constitutes a commercial or professional secret and including all applications (and rights to apply) for such rights and all similar or equivalent rights or forms of protection subsisting now or in the future, in any part of the world.
 - 1.1.8. “**Partner**” shall mean any of Cyberbit’s distributors or resellers or resellers of Cyberbit’s distributors or service providers or subcontractors (collectively: “**Partner(s)**”). For the avoidance of doubt, all partners are independent contractors and shall have no authority to bind or represent Cyberbit in any way.
 - 1.1.9. “**Person**” means any individual, firm, corporation (including non-profit corporation), partnership, company, estate, unincorporated organization, limited liability company, division, trust, joint venture, association, government, governmental entity or agency, or other entity or organization.
 - 1.1.10. “**Proprietary Information**” means any data or information, whether in tangible or intangible form, that relates to CYBERBIT’s and/or its Affiliates and/or its licensor’s past, present, or



future research, development or business activities, including without limitation, the Documentation, information relating to the Products, Software, COTs, and training, commercial, business and marketing information and any information relating to technology, products, services, prices and Cyberbit's price lists, roadmaps and plans, excluding however information which is in the public domain, provided such information did not enter the public domain through the fault of the Partner.

1.1.11. **“Resell”** or **“Resale”** of a Product means the distribution of the Software under the End User License by the Partner to an End User for use within the Territory, in accordance with and subject to the terms and conditions of the EULA. If a Product is provided with COTs then the term **“Resell”** or **“Resale”** may also include the license of the COTs or the resale of hardware by the Partner to an End User for use within the Territory, in accordance with the terms and conditions of a EULA. In no event will the term **“Resell”** or **“Resale”** means that any Software or Documentation or any right or title thereto is sold by the Partner to any third party. Software and Documentation will only be licensed by CYBERBIT to an End User and never sold under this Document. A Perpetual License of a Product shall only refer to the Software, unless explicitly stated otherwise in an applicable Purchase Order.

1.1.12. **“Sale”** of a Product by Cyberbit to the Partner means the grant of the right to distribute an End User License by the Partner to End Users in accordance with the terms and conditions of this Document. If a Product is provided with COTs then the term **“Sale”** may also include the license of the COTs or the sale of hardware by the Partner to an End User for use within the Territory, in accordance with the terms and conditions of a EULA. A Perpetual License of a Product shall only refer to the Software, unless explicitly stated otherwise in an applicable Purchase Order. In no event will the term **“Sell”** or **“Sale”** means that any Software or Documentation or any right or title thereto are sold by Cyberbit to the Partner or to any third party. Software and Documentation will only be licensed and never sold under this Document.

1.1.13. **“Software”** means computer programs in object or executable-code versions only, whether provided standalone or as firmware and which constitute part of, or an entire Product, as further detailed in Cyberbit's Documentation.

1.1.14. **“Territory”** means the territory in which Cyberbit has authorized Partner to Resell Cyberbit's Products.

2. Partner's Obligations and Restrictions

2.1. Partner may Sell Cyberbit's products (as described in Cyberbit's formal product descriptions) (**“Products”**) and services (**“Services”**) to End Users only, subject to the provisions of this Document and to the terms of its reseller agreement with Cyberbit's authorized distributor (the **“Distributor”**). Partner acknowledges and agrees that it does not have any exclusivity whatsoever in relation to the Products and/or Services and/or any market rights. Partner may only Sell the Products to End-Users subject to the End User agreeing to abide by Cyberbit's End User License Agreement available at Cyberbit's website www.cyberbit.com/support. Maintenance and support services shall be provided by Cyberbit according to the provisions of the Service Level Agreement (**“SLA”**), available at Cyberbit's website www.cyberbit.com/support. Purchase orders for the Products (**“Purchase Orders”**) shall be placed by Distributor to Cyberbit and not directly by Partner to Cyberbit. All Purchase Orders shall be subject to the written acceptance of Cyberbit, which acceptance shall be at Cyberbit's sole discretion.

2.2. Partner agrees to comply with all laws and regulations applicable to its business and shall fully comply with the Applicable Laws. Partner is hereby prohibited from altering, modifying, copying (without authorization from Cyberbit), or selling outside the scope of this Document, any of Cyberbit's products.

2.3. Without derogating from the above, Partner shall not:

2.3.1. Resell, transfer, assign, rent, lease, distribute, loan, export, or sublicense the Product to any person or entity which is not an End User that entered into a EULA;



- 2.3.2. Resell the Product or otherwise transfer or use it or allow others to transfer or use it outside the Territory;
 - 2.3.3. Provide any service which utilizes or involves the Product or engage in rental, timesharing, service bureau, subscription, hosting, or outsourcing the of the Product or otherwise commercialize the use of the Product;
 - 2.3.4. Modify the Product or incorporate any portion of the Product into any other software or create a derivative work of any portion of the Product;
 - 2.3.5. Modify the Documentation or incorporate any portion of the Documentation into any other materials or create a derivative work of the Documentation;
 - 2.3.6. Develop, or create, or permit others to develop or create, a product or service similar to or in competition with the Product or the Services;
 - 2.3.7. Collect, harvest, obtain or process information about the Product itself, or about other users of the Product;
 - 2.3.8. Remove or modify any marking or notice on or displayed through the Products or Documentation, including those related to Cyberbit's or its licensors' proprietary rights in and to the Products, as applicable;
 - 2.3.9. Decipher, reverse translate, decompile, disassemble or otherwise reverse engineer the Products or attempt to reconstruct or discover any source code or underlying ideas or algorithms or file formats or programming or interoperability interfaces of the Products by any means whatsoever or otherwise reduce the Software into human-readable form;
 - 2.3.10. Copy the Software in whole or in part, except for copies solely for back-up or disaster recovery purposes or as required by Applicable Laws (which copies shall in any event reproduce and include the copyright notice and any other notices that appear on the original version of the Software);
 - 2.3.11. Perform any form of, scanning, scraping, probing, robotic navigating, bulk extracting or hacking of the Software or interfere with, circumvent, manipulate, impair or disrupt the operation, or the functionality of the Product or incorporate any virus or harmful code in the Product, including through any other software used in connection with the Product;
 - 2.3.12. Work around or circumvent any technical limitations in the Product or breach the security of the Software;
 - 2.3.13. Perform activities which may enable features or functionalities that otherwise disabled, inaccessible or undocumented in the Product.
 - 2.3.14. Take any action that would, or that would be reasonably likely to, subject the Software to any freeware, open source or similar licensing or distribution models, including through linking to or calling to the Software; or
 - 2.3.15. Use the Software on hardware other than the hardware detailed in the Documentation or otherwise authorized by Cyberbit.
 - 2.3.16. Use the Product or preform any act or omission in relation thereto for any activity or purpose that constitutes, or encourages conduct that may be, a criminal offense, give rise to civil liability or otherwise violate any applicable laws, industry standards, including without limitation in the field of computer hacking, privacy and export control.
- 2.4. Partner acknowledges that the Products and any use thereof, including provision of related services, is subject to all applicable export controls, economic sanctions, and trade laws and regulations, including, but not limited to, the laws of the United States and the State of Israel ("**International Trade Control Laws**").
 - 2.4.1. Partner shall not modify, export, or re-export, either directly or indirectly, the Product or the related services to any destination restricted or prohibited by International Trade Control Laws, without first obtaining any and all necessary licenses from the government of the United States and of Israel or any other country that imposes International Trade Control Laws.
 - 2.4.2. Partner represents and undertakes that it shall not market or sell the Products to any Person which is (i) located in, under the control of, or a national or resident of a country subject to economic sanctions, (including Cuba, North Korea, Iran, Syria, Lebanon, Sudan and the



Crimea Region of Ukraine) or to any Person in violation of International Trade Controls; or (ii) listed under the United States Treasury Department's Office of Foreign Asset Control list of "specially designated nationals and blocked persons" ("SDNs") or persons that are 50% or more owned by SDNs; or (iii) listed in the United States Commerce Department's "denied persons list", or the United States Commerce Department's "BIS Entity List" or such other applicable lists, without obtaining the necessary government authorization.

2.4.3. Partner will take no action that causes Cyberbit to violate any International Trade Control Laws.

2.5. Partner shall refrain from (i) giving End Users any assurance with respect to the Product qualities, technical capabilities, and warranty conditions or otherwise, which exceed the EULA, SLA and this Document; and (ii) commit to provide any services in a manner which does not fully comply with the SLA. Failure to comply shall result in the Partner's liability for any claim by an End User based on such assurances and the Partner will indemnify Cyberbit for any damage relating to the same.

3. Confidentiality

3.1. The Partner agrees to hold all Proprietary Information, in strict confidence, and it further agrees not to disclose or use such Proprietary Information, except in for fulfilling its duties hereunder and as expressly permitted under this Document. The Proprietary Information will not be disclosed to anyone other than as permitted hereunder or to the Partner's employees on a need to know basis, which employees shall be bound by written confidentiality obligations of equal or greater force which shall also apply to the Proprietary Information. The Partner shall bear full responsibility and liability for any damage or harm caused to Cyberbit by disclosure to said employees. The Partner specifically agrees and undertakes not to disclose Cyberbit's Price List or make it publicly available.

3.2. The Partner acknowledges that the unauthorized disclosure of the Proprietary Information could cause irreparable harm and significant injury to CYBERBIT, which may be difficult to ascertain. Accordingly, the Partner shall indemnify CYBERBIT against any loss and expense arising due to such unauthorized disclosure. Furthermore, the Partner agrees that CYBERBIT shall have the right to obtain an immediate injunction without bond enjoining any unauthorized disclosure.

4. Ownership of Intellectual Property Rights

4.1. All Intellectual Property Rights shall at all time remain vested in Cyberbit or its third-party licensors. Partner shall not be granted any interest in any trademark, logo or trade name, patent right, model right or copyright, belonging or licensed to Cyberbit and/or its Affiliates. Partner may not use any of Cyberbit's Intellectual Property including but not limited to name, marks or logo in any manner without the express written permission of Cyberbit.

4.2. Partner shall, defend and hold Cyberbit harmless from any and all damages that may accrue to Cyberbit due to Partner's failure to comply with the provisions in this Section.

5. Relationship of the Parties

5.1. There shall be no agency, joint venture or partnership relationship between the Partner and Cyberbit. The Partner is an independent contractor only. The Partner shall have no authority to act for or to bind Cyberbit in any way, to alter any of the terms or conditions of Cyberbit's standard documents or the EULA, to warrant or to execute agreements on behalf of Cyberbit, or to represent that Cyberbit is in any way responsible for the acts or omissions of the Partner.

5.2. For the avoidance of all doubt, Cyberbit will not be a party to any contractual relations between the Partner and any End User with respect to the Resale of the Product, sub-licensing, after-sales support, training, or in any other respect whatsoever.



5.3. Partner shall not be entitled to assign or subcontract any of its rights or obligations under this Document or appoint any sub-contractor or agent to perform such obligations except with the prior written consent of Cyberbit. For the avoidance of doubt, Cyberbit shall be entitled to assign this Document to any Affiliated and/or successor companies.

6. Limitation of Liability

6.1. IN NO EVENT SHALL CYBERBIT, ITS LICENSORS AND/OR AFFILIATES BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL (EXCEPT FOR DAMAGES RELATING TO DEATH OR PERSONAL INJURY IN JURISDICTIONS WHERE SUCH DAMAGES MAY NOT BE DISCLAIMED AS A MATTER OF LAW), PUNITIVE, EXEMPLARY OR RELIANCE DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, LOSS OF REVENUE, LOSS OF BUSINESS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR LOSS OF USE OR DATA) RELATING TO OR ARISING OUT OF THIS DOCUMENT, THE PRODUCT, OR ANY SERVICES HOWEVER CAUSED, AND WHETHER BASED ON CONTRACT, TORT, EQUITY OR ANY OTHER THEORY OF LIABILITY WHATSOEVER, EVEN IF CYBERBIT WAS NOTIFIED OR OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES.

6.2. THE TOTAL AND AGGREGATE LIABILITY OF CYBERBIT, ITS LICENSORS AND AFFILIATES, TAKEN AS A WHOLE, FOR ANY AND ALL CLAIMS RELATED TO THIS DOCUMENT REGARDLESS OF THE CAUSE OF ACTION, SHALL NOT EXCEED AN AMOUNT GREATER THAN THE CONSIDERATION ACTUALLY PAID TO CYBERBIT DURING THE RELEVANT CALENDAR YEAR FOR THE SPECIFIC PRODUCT OR SERVICE GIVING RISE TO A CLAIM AGAINST CYBERBIT, LESS AMOUNTS PAID IN SATISFACTION OF ANY PRIOR CLAIMS. THE LIMITATIONS CONTAINED IN THIS LIMITATION OF LIABILITY SECTION SHALL APPLY NOTWITHSTANDING ANY OTHER PROVISION OR ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED UNDER ANY TERM OF THIS DOCUMENT.

7. Indemnity

Partner shall indemnify and hold harmless Cyberbit, its Affiliates, and their officers, directors, employees and agents, from and against any and all third party claims, demands, liabilities, losses, costs and expenses (including reasonable attorneys' fees) of any kind whatsoever arising from or relating to any alleged or actual: (i) action or inaction by Partner that, if proven, would constitute a breach of this Document, including without limitation any failure by Partner to cause End Users to adhere to the EULA and the SLA (including any changes made by Partner to the EULA and the SLA); (ii) any claim by an End User based on covenants, representations or warranties made by Partner that are inconsistent with the EULA and the SLA; (iii) negligence or intentional misconduct by Partner or its employees, contractors or agents; or (iv) violation by Partner or its employees, contractors or agents of any applicable law or Cyberbit's Code of Conduct and Business Ethics.

8. Term and Termination

8.1. Unless otherwise detailed in a Partner Agreement between Cyberbit and Partner, Cyberbit may terminate Partner's rights hereunder, by a prior written notice of 7 days. without incurring any liability towards Partner. Upon such notice Reseller shall:

8.1.1. discontinue immediately all further promotion, marketing and Resale of the Products and Services.

8.1.2. promptly return to Cyberbit all tangible property representing Proprietary Information divulged by Cyberbit to Reseller pursuant to this MOU and all copies thereof



- 8.1.3. erase/delete any such Proprietary Information held by it in electronic form.
- 8.1.4. cease representing itself as a Cyberbit Reseller and cease all use of the Cyberbit trademarks.

8.2. Sections 2.3, 2.4, 2.5, 3, 4, 5, 6, 7, 9, 10, 11 shall survive the expiration and termination of Partner's rights hereunder for any reason whatsoever.

9. Disputes

The laws of the State of Israel shall exclusively govern all issues arising under or relating to this Document, without giving effect to the conflict of laws principles thereof and all disputes arising under or relating to this Document shall be resolved exclusively in the competent courts in Tel Aviv, Israel.

10. Audit

Partner shall permit Cyberbit and its authorized agents to enter any of Partner's premises and to audit Partner's records and books for the purpose of ascertaining that Partner is complying with its obligations hereunder at any time during the term of this Document, and within one year after termination thereof.

11. Business Ethics

11.1. *Illegal Offers and Transfers.* With respect to any transaction whereby Partner is acting with respect to Cyberbit or its Products, Partner agrees not to make, commit or promise to make any illegal offer or make, commit or promise to make a transfer of anything of value (in the form of compensation, gift, contribution or otherwise) to any employee, representative, Person, organization or other entity in any way connected with the End. Nothing in this Code of Conduct is intended to prevent ordinary and reasonable business entertainment or gifts not of substantial value where (1) the gift, contribution, compensation or otherwise is intended as hospitality and is customary in local business relationships which does not violate any law as applied in the relevant jurisdiction, and (2) is not intended to obtain or retain business. Bribery is not permissible in any jurisdiction.

11.2. *Familiarity with CYBERBIT Policies.* Partner confirms that it has reviewed and is familiar with the Code of Conduct and Business Ethics, and the Anti-Bribery Compliance Policy of the corporate group to which Cyberbit is affiliated (together, the "Cyberbit's Policies") which may be found at www.elbitsystems.com under "About – Ethics and Conduct" and will be sent to Partner upon request. All of Partner's activities hereunder will be conducted in a manner consistent with Cyberbit's Policies and in accordance with all applicable laws and regulations. This includes Partner's compliance with applicable anti-bribery and anti-corruption laws and regulations. Partner recognizes that Cyberbit and/or its Affiliates are subject to Israeli anti-bribery law and to the Organization of Economic Co-operation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (the "OECD Convention") as well as the U.S. Foreign Corrupt Practices Act 1977 (the "FCPA") and the UK Bribery Act, 2010 (the "Bribery Act"). The Israeli anti-bribery law, the OECD Convention, the FCPA and the Bribery Act will be individually and collectively referred to as the "Anti-Bribery Laws". Partner hereby agrees that, in performing any activities in relation to Cyberbit or its Products, it will comply with the Anti-Bribery Laws as if Partner were subject to such laws, whether or not such laws apply directly to Partner.

11.3. *Familiarity with Anti-Bribery Laws.* Partner agrees and warrants that it is familiar with the Anti-Bribery Laws and their purposes, including their prohibition against offering, paying, promising to pay or authorizing the payment of anything of value, including but not limited to cash, checks, wire transfers, tangible and intangible gifts, favors, services, and those entertainment and travel expenses that go beyond what is reasonable and customary and of modest value, to (i) an executive, official, employee or agent of a governmental department, agency or instrumentality;



- (ii) a director, officer, employee or agent of a wholly or partially government-owned or controlled company or business; (iii) a political party or official thereof, or candidate for political office; or (iv) an executive, official, employee or agent of a public international organization (e.g. the International Monetary Fund or the World Bank) (“Government Official”); while knowing or having a reasonable belief that all or some portion will be used for the purpose of: (a) influencing any act, decision or failure to act by a Government Official in his or her official capacity; (b) inducing a Government Official to use his or her influence with a government or instrumentality to affect any act or decision of such government or entity; or (c) securing an improper advantage in order to obtain, retain, or direct business.
- 11.4. *Compliance with Domestic and Other Anti-Bribery Laws.* Partner warrants that it is now in compliance with the laws of those countries where it operates, including all anti-bribery or anti-corruption laws, and will remain in compliance with such laws; that it will not authorize, offer or make payments directly or indirectly to any Government Official that would result in a violation of the Anti-Bribery Laws; and that no part of the payments received by it from Cyberbit will be used for any purpose that could constitute a violation of the laws of the Territory or the Anti-Bribery Laws.
- 11.5. *Subsequently Identified Anti-Bribery Law Concerns.* Partner agrees that should it learn or have reason to know of any payment or transfer (or any offer or promise to pay or transfer) that would violate the Anti-Bribery Laws or the laws of the countries in which the respective Partner Agreement is made or applies, it will immediately disclose it to Cyberbit. The parties will discuss promptly, as appropriate, in light of a potential Anti-Bribery Laws concern being identified, discovered, or disclosed. If, after consultation by all parties to the respective Partner Agreement, any such Anti-Bribery Laws concern cannot be resolved in the good faith and reasonable judgment of Cyberbit, then Cyberbit, on written notice to Partner, may withdraw from or terminate the respective Partner Agreement with immediate effect and without liability.
- 11.6. *No Government Officials.* Partner warrants that it is not a Government Official, and, if applicable, none of its officers, directors, senior managers, partners, owners or principals are Government Officials. Partner agrees that if it or if any of its officers, directors, senior managers, partners, owners or principals becomes a Government Official, then Partner will promptly notify Cyberbit thereof in writing. On receipt of a written notice, the parties will consult together to address concerns under the Anti-Bribery Laws and determine whether those concerns can be satisfactorily resolved. If, after consultation, any such concerns cannot be resolved in the good faith and reasonable judgment of Cyberbit, then Cyberbit, on written notice to Partner, may withdraw from or terminate the respective Partner Agreement with immediate effect and without liability.
- 11.7. *Right to Audit.* In the event of any audit or investigation of Cyberbit’s sales practices by any governmental or regulatory authority, Cyberbit and such governmental or regulatory authority will have the right to audit Partner's books and records, at Cyberbit’s expense and at a time reasonably convenient to Partner, to ensure that no such payments, loans or gifts, or promises or offers of payments, loans or gifts, are being made.
- 11.8. *Termination for Cause.* Notwithstanding any other provisions to the contrary, Cyberbit immediately suspend or terminate the respective Partner Agreement, without limiting any other right, without liability and without notice and at any time upon learning information giving it a reasonable belief that Partner may have violated, or may have caused Cyberbit to violate, the Anti-Bribery Laws.