

RADWARE LTD. END USER LICENSE AGREEMENT

By accepting this End User License Agreement (this "License Agreement") you agree to be contacted by Radware Ltd.'s ("Radware") sales personnel.

If you would like to receive license rights different from the rights granted below or if you wish to acquire warranty or support services beyond the scope provided herein (if any), please contact Radware's sales team.

THIS LICENSE AGREEMENT GOVERNS YOUR USE OF ANY SOFTWARE DEVELOPED AND/OR DISTRIBUTED BY RADWARE AND ANY UPGRADES, MODIFIED VERSIONS, UPDATES, ADDITIONS, AND COPIES OF THE SOFTWARE FURNISHED TO YOU DURING THE TERM OF THE LICENSE GRANTED HEREIN (THE "SOFTWARE"). THIS LICENSE AGREEMENT APPLIES REGARDLESS OF WHETHER THE SOFTWARE IS DELIVERED TO YOU AS AN EMBEDDED COMPONENT OF A RADWARE PRODUCT ("PRODUCT"), OR WHETHER IT IS DELIVERED AS A STANDALONE SOFTWARE PRODUCT. FOR THE AVOIDANCE OF DOUBT IT IS HEREBY CLARIFIED THAT THIS LICENSE AGREEMENT APPLIES TO PLUG-INS, CONNECTORS, EXTENSIONS AND SIMILAR SOFTWARE COMPONENTS DEVELOPED BY RADWARE THAT CONNECT OR INTEGRATE A RADWARE PRODUCT WITH THE PRODUCT OF A THIRD PARTY (COLLECTIVELY, "CONNECTORS") FOR PROVISIONING, DECOMMISSIONING, MANAGING, CONFIGURING OR MONITORING RADWARE PRODUCTS. THE APPLICABILITY OF THIS LICENSE AGREEMENT TO CONNECTORS IS REGARDLESS OF WHETHER SUCH CONNECTORS ARE DISTRIBUTED TO YOU BY RADWARE OR BY A THIRD PARTY PRODUCT VENDOR. IN CASE A CONNECTOR IS DISTRIBUTED TO YOU BY A THIRD PARTY PRODUCT VENDOR PURSUANT TO THE TERMS OF AN AGREEMENT BETWEEN YOU AND THE THIRD PARTY PRODUCT VENDOR, THEN, AS BETWEEN RADWARE AND YOURSELF, TO THE EXTENT THERE IS ANY DISCREPANCY OR INCONSISTENCY BETWEEN THE TERMS OF THIS LICENSE AGREEMENT AND THE TERMS OF THE AGREEMENT BETWEEN YOU AND THE THIRD PARTY PRODUCT VENDOR, THE TERMS OF THIS LICENSE AGREEMENT WILL GOVERN AND PREVAIL. PLEASE READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT CAREFULLY BEFORE OPENING THE PACKAGE CONTAINING RADWARE'S PRODUCT, OR BEFORE DOWNLOADING, INSTALLING, COPYING OR OTHERWISE USING RADWARE'S STANDALONE SOFTWARE (AS APPLICABLE). THE SOFTWARE IS LICENSED (NOT SOLD). BY OPENING THE PACKAGE CONTAINING RADWARE'S PRODUCT, OR BY DOWNLOADING, INSTALLING, COPYING OR USING THE SOFTWARE (AS APPLICABLE), YOU CONFIRM THAT YOU HAVE READ AND UNDERSTAND THIS LICENSE AGREEMENT AND YOU AGREE TO BE BOUND BY THE TERMS OF THIS LICENSE AGREEMENT. FURTHERMORE, YOU HEREBY WAIVE ANY CLAIM OR RIGHT THAT YOU MAY HAVE TO ASSERT THAT YOUR ACCEPTANCE AS STATED HEREIN ABOVE IS NOT THE EQUIVALENT OF, OR DEEMED AS, A VALID SIGNATURE TO THIS LICENSE AGREEMENT. IF YOU ARE NOT WILLING TO BE BOUND BY THE TERMS OF THIS LICENSE AGREEMENT, YOU SHOULD PROMPTLY RETURN THE UNOPENED PRODUCT PACKAGE OR YOU SHOULD NOT DOWNLOAD, INSTALL, COPY OR OTHERWISE USE THE SOFTWARE (AS APPLICABLE). THIS LICENSE AGREEMENT REPRESENTS THE ENTIRE AGREEMENT CONCERNING THE SOFTWARE BETWEEN YOU AND RADWARE, AND SUPERSEDES ANY AND ALL PRIOR PROPOSALS, REPRESENTATIONS, OR UNDERSTANDINGS BETWEEN THE PARTIES. "YOU" MEANS THE NATURAL PERSON OR THE ENTITY THAT IS AGREEING TO BE BOUND BY THIS LICENSE AGREEMENT, THEIR EMPLOYEES AND THIRD PARTY CONTRACTORS. YOU SHALL BE LIABLE FOR ANY FAILURE BY SUCH EMPLOYEES AND THIRD PARTY CONTRACTORS TO COMPLY WITH THE TERMS OF THIS LICENSE AGREEMENT.

1. **License Grant.** Subject to the terms of this Agreement, Radware hereby grants to you, and you accept, a limited, nonexclusive, nontransferable license to install and use the Software in machine-readable, object code form only and solely for your internal business purposes ("Commercial License"). If the Software is
-

distributed to you with a software development kit (the “SDK”), then, solely with regard to the SDK, the Commercial License above also includes a limited, nonexclusive, nontransferable license to install and use the SDK solely on computers within your organization, and solely for your internal development of an integration or interoperation of the Software and/or other Radware Products with software or hardware products owned, licensed and/or controlled by you (the “SDK Purpose”). To the extent an SDK is distributed to you together with code samples in source code format (the “Code Samples”) that are meant to illustrate and teach you how to configure, monitor and/or control the Software and/or any other Radware Products, the Commercial License above further includes a limited, nonexclusive, nontransferable license to copy and modify the Code Samples and create derivative works based thereon solely for the SDK Purpose and solely on computers within your organization. The SDK shall be considered part of the term “Software” for all purposes of this License Agreement. You agree that you will not sell, assign, license, sublicense, transfer, pledge, lease, rent or share your rights under this License Agreement nor will you distribute copies of the Software or any parts thereof. Rights not specifically granted herein, are specifically prohibited.

2. **Evaluation Use.** Notwithstanding anything to the contrary in this License Agreement, if the Software is provided to you for evaluation purposes, as indicated in your purchase order or sales receipt, on the website from which you download the Software, as inferred from any time-limited evaluation license keys that you are provided with to activate the Software, or otherwise, then You may use the Software only for internal evaluation purposes (“Evaluation Use”) for a maximum of 30 days or such other duration as may specified by Radware in writing at its sole discretion (the “Evaluation Period”). In the event the evaluation copy of the Software contains a feature that automatically disables it after expiration of the Evaluation Period, You agree not to disable, destroy or remove this feature of the Software, and any attempt to do so will be a material breach of this License Agreement. During or at the end of the evaluation period, you may contact Radware sales team to purchase a Commercial License to continue using the Software pursuant to the terms of this License Agreement. If you elect not to purchase a Commercial License, you agree to stop using the Software and to delete the evaluation copy received hereunder from all computers under your possession or control at the end of the Evaluation Period. In any event, your continued use of the Software beyond the Evaluation Period (if possible) shall be deemed your acceptance of a Commercial License to the Software pursuant to the terms of this License Agreement, and you agree to pay Radware any amounts due for any applicable license fees at Radware's then-current list prices.
 3. **Lab/Development License.** Notwithstanding anything to the contrary in this License Agreement, if the Software is provided to you for use in your lab or for development purposes, as indicated in your purchase order, sales receipt, the part number description for the Software, the webpage from which you download the Software, or otherwise, then You may use the Software only in your lab and only in connection with Radware Products that you purchased or will purchase (in case of a lab license) or for internal testing and development purposes (in case of a development license) but not for any production use purposes.
 4. **Subscription Software.** If you licensed the Software on a subscription basis, your rights to use the Software are limited to the subscription period. You have the option to extend your subscription. If you extend your subscription, you may continue using the Software until the end of your extended subscription period. If you do not extend your subscription, after the expiration of your subscription, you
-

are legally obligated to discontinue your use of the Software and completely remove the Software from your system.

5. **Feedback.** Any feedback concerning the Software including, without limitation, identifying potential errors and improvements, recommended changes or suggestions (“**Feedback**”), provided by you to Radware will be owned exclusively by Radware and considered Radware’s confidential information. By providing Feedback to Radware, you hereby assign to Radware all of your right, title and interest in any such Feedback, including all intellectual property rights therein. With regard to any rights in such Feedback that cannot, under applicable law, be assigned to Radware, you hereby irrevocably waives such rights in favor of Radware and grants Radware under such rights in the Feedback, a worldwide, perpetual royalty-free, irrevocable, sub-licensable and non-exclusive license, to use, reproduce, disclose, sublicense, modify, make, have made, distribute, sell, offer for sale, display, perform, create derivative works of and otherwise exploit the Feedback without restriction. The provisions of this Section 5 will survive the termination or expiration of this Agreement.
 6. **Limitations on Use.** You agree that you will not: (a) copy, modify, translate, adapt or create any derivative works based on the Software; or (b) sublicense or transfer the Software, or include the Software or any portion thereof in any product; or (b) reverse assemble, disassemble, decompile, reverse engineer or otherwise attempt to derive source code (or the underlying ideas, algorithms, structure or organization) from the Software, in whole or in part, except and only to the extent: (i) applicable law expressly permits any such action despite this limitation, in which case you agree to provide Radware at least ninety (90) days advance written notice of your belief that such action is warranted and permitted and to provide Radware with an opportunity to evaluate if the law’s requirements necessitate such action, or (ii) required to debug changes to any third party LGPL-libraries linked to by the Software; or (c) create, develop, license, install, use, or deploy any software or services to circumvent, enable, modify or provide access, permissions or rights which violate the technical restrictions of the Software; (d) in the event the Software is provided as an embedded or bundled component of another Radware Product, you shall not use the Software other than as part of the combined Product and for the purposes for which the combined Product is intended; (e) remove any copyright notices, identification or any other proprietary notices from the Software (including any notices of Third Party Software (as defined below)); or (f) copy the Software onto any public or distributed network or use the Software to operate in or as a time-sharing, outsourcing, service bureau, application service provider, or managed service provider environment. Notwithstanding the foregoing, if you provide hosting or cloud computing services to your customers, you are entitled to use and include the Software in your IT infrastructure on which you provide your services. Lastly, if you acquire Software under Radware’s Global Elastic License (GEL) model, you commit to use any such Software only as an Alteon VA on COTS server or on GEL-dedicated hardware platforms as indicated in the part description of such hardware (be it hardware originally purchased as GEL-dedicated or later upgraded to be GEL-dedicated). Use of Software under a GEL model on a non-GEL-dedicated hardware platform is prohibited. If you deploy GEL model Software on a virtual platform, you can do so without the virtual platform being GEL-dedicated. It is hereby clarified that the prohibitions on modifying, or creating derivative works based on, any Software provided by Radware, apply whether the Software is provided in a machine or in a human readable form. Human readable Software to which this prohibition applies includes (without limitation) “Radware AppShape++ Script Files” that contain “Special License Terms”. It is acknowledged that examples provided in a human readable form may be modified by a user.
-

7. **Intellectual Property Rights.** You acknowledge and agree that this License Agreement does not convey to you any interest in the Software except for the limited right to use the Software, and that all right, title, and interest in and to the Software, including any and all associated intellectual property rights, are and shall remain with Radware or its third party licensors. You further acknowledge and agree that the Software is a proprietary product of Radware and/or its licensors and is protected under applicable copyright law.
 8. **No Warranty.** The Software, and any and all accompanying software, files, libraries, data and materials, are distributed and provided "AS IS" by Radware or by its third party licensors (as applicable) and with no warranty of any kind, whether express or implied, including, without limitation, any non-infringement warranty or warranty of merchantability or fitness for a particular purpose. Neither Radware nor any of its affiliates or licensors warrants, guarantees, or makes any representation regarding the title in the Software, the use of, or the results of the use of the Software. Neither Radware nor any of its affiliates or licensors warrants that the operation of the Software will be uninterrupted or error-free, or that the use of any passwords, license keys and/or encryption features will be effective in preventing the unintentional disclosure of information contained in any file. You acknowledge that good data processing procedure dictates that any program, including the Software, must be thoroughly tested with non-critical data before there is any reliance on it, and you hereby assume the entire risk of all use of the copies of the Software covered by this License. Radware does not make any representation or warranty, nor does Radware assume any responsibility or liability or provide any license or technical maintenance and support for any operating systems, databases, migration tools or any other software component provided by a third party supplier and with which the Software is meant to interoperate.

This disclaimer of warranty constitutes an essential and material part of this License.

In the event that, notwithstanding the disclaimer of warranty above, Radware is held liable under any warranty provision, Radware shall be released from all such obligations in the event that the Software shall have been subject to misuse, neglect, accident or improper installation, or if repairs or modifications were made by persons other than by Radware's authorized service personnel.
 9. **Limitation of Liability.** Except to the extent expressly prohibited by applicable statutes, in no event shall Radware, or its principals, shareholders, officers, employees, affiliates, licensors, contractors, subsidiaries, or parent organizations (together, the "Radware Parties"), be liable for any direct, indirect, incidental, consequential, special, or punitive damages whatsoever relating to the use of, or the inability to use, the Software, or to your relationship with, Radware or any of the Radware Parties (including, without limitation, loss or disclosure of data or information, and/or loss of profit, revenue, business opportunity or business advantage, and/or business interruption), whether based upon a claim or action of contract, warranty, negligence, strict liability, contribution, indemnity, or any other legal theory or cause of action, even if advised of the possibility of such damages. If any Radware Party is found to be liable to You or to any third-party under any applicable law despite the explicit disclaimers and limitations under these terms, then any liability of such Radware Party, will be limited exclusively to refund of any license or registration or subscription fees paid by you to Radware.
 10. **Third Party Software.** The Software includes software portions developed and owned by third parties (the "Third Party Software"). Third Party Software shall be deemed part of the Software for all intents and purposes of this License Agreement; provided, however, that in the event that a Third Party Software is a software for which the source code is made available under an open source software license
-

agreement, then, to the extent there is any discrepancy or inconsistency between the terms of this License Agreement and the terms of any such open source license agreement (including, for example, license rights in the open source license agreement that are broader than the license rights set forth in Section 1 above and/or no limitation in the open source license agreement on the actions set forth in Section 6 above), the terms of any such open source license agreement will govern and prevail. The terms of open source license agreements and copyright notices under which Third Party Software is being licensed to Radware or a link thereto, are included with the Software documentation or in the header or readme files of the Software. Third Party licensors and suppliers retain all right, title and interest in and to the Third Party Software and all copies thereof, including all copyright and other intellectual property associated therewith. In addition to the use limitations applicable to Third Party Software pursuant to Section 6 above, you agree and undertake not to use the Third Party Software as a general SQL server, as a stand-alone application or with applications other than the Software under this License Agreement.

11. **Source Code Offer under the Terms of GNU GPL.** Should the Third Party Software contain any part that is governed by the terms of GNU Affero GPL v3, GNU Lesser GPL v2.1, GNU Lesser GPL v3, GNU GPL v1, GNU GPL v2, or GNU GPL v3 (hereinafter “GNU GPL”), Radware hereby makes you an offer, valid for three years or as long as Radware offers spare parts or customer support, at Radware’s sole discretion, for the Product or the Software, to provide you either (1) a copy of the Corresponding Source within the meaning of GNU GPL for such Third Party Software, on a durable physical medium customarily used for software interchange, for a price no more than Radware’s reasonable cost of physically performing this conveying of source, or (2) access to copy of the Corresponding Source within the meaning of GNU GPL from a network server at no charge, depending on Radware’s preference at the time of your request and the terms of the applicable GNU GPL license. You may exercise this option upon written request to Radware Ltd., attn. General Counsel, 22 Raoul Wallenberg Street Tel Aviv 6971917 Israel. All requests should clearly specify: Open Source Files Request. If so required by the applicable GNU GPL this offer is valid to anyone in receipt of this information. A copy of the GNU GPL can be obtained at <https://www.gnu.org/licenses/>.
 12. **Term and Termination.** This License Agreement is effective upon the first to occur of your opening the package of the Product, purchasing, downloading, installing, copying or using the Software or any portion thereof, and shall continue until terminated. However, sections 5-15 shall survive any termination of this License Agreement. The Licenses granted under this License Agreement are not transferable and will terminate upon: (i) termination of this License Agreement, or (ii) transfer of the Software, or (iii) in the event the Software is provided as an embedded or bundled component of another Radware Product, when the Software is un-bundled from such Product or otherwise used other than as part of such Product. If the Software is licensed on subscription basis, this Agreement will automatically terminate upon the termination of your subscription period if it is not extended.
 13. **Export.** The Software or any part thereof may be subject to export or import controls under applicable export/import control laws and regulations including such laws and regulations of the United States and/or Israel. You agree to comply with such laws and regulations, and, agree not to knowingly export, re-export, import or re-import, or transfer products without first obtaining all required Government authorizations or licenses therefor. Furthermore, You hereby covenant and agree to ensure that your use of the Software is in compliance with all other foreign, federal, state, and local laws and regulations, including without limitation all laws and regulations relating to privacy rights, and data protection. You
-

shall have in place a privacy policy and obtain all of the permissions, authorizations and consents required by applicable law for use of cookies and processing of users' data (including without limitation pursuant to Regulation (EU) 2016/679, 2002/58/EC and 2009/136/EC of the EU if applicable) for the purpose of provision of any services.

14. **US Government.** To the extent you are the U.S. government or any agency or instrumentality thereof, you acknowledge and agree that the Software is a “commercial computer software” and “commercial computer software documentation” pursuant to applicable regulations and your use of the Software is subject to the terms of this License Agreement.
15. **Federal Acquisition Regulation (FAR)/Data Rights Notice.** Radware’s commercial computer software is created solely at private expense and is subject to Radware’s commercial license rights.
16. **Governing Law.** This License Agreement shall be construed and governed in accordance with the laws of the State of Israel.
17. **Miscellaneous.** If a judicial determination is made that any of the provisions contained in this License Agreement is unreasonable, illegal or otherwise unenforceable, such provision or provisions shall be rendered void or invalid only to the extent that such judicial determination finds such provisions to be unreasonable, illegal or otherwise unenforceable, and the remainder of this License Agreement shall remain operative and in full force and effect. In any event a party breaches or threatens to commit a breach of this License Agreement, the other party will, in addition to any other remedies available to, be entitled to injunction relief. This License Agreement constitutes the entire agreement between the parties hereto and supersedes all prior agreements between the parties hereto with respect to the subject matter hereof. The failure of any party hereto to require the performance of any provisions of this License Agreement shall in no manner affect the right to enforce the same. No waiver by any party hereto of any provisions or of any breach of any provisions of this License Agreement shall be deemed or construed either as a further or continuing waiver of any such provisions or breach waiver or as a waiver of any other provision or breach of any other provision of this License Agreement.

IF YOU DO NOT AGREE WITH THE TERMS OF THIS LICENSE YOU MUST REMOVE THE SOFTWARE FROM ANY DEVICE OWNED BY YOU AND IMMEDIATELY CEASE USING THE SOFTWARE.

- COPYRIGHT © 2023, Radware Ltd. All Rights Reserved.
-