

## Privacy Policy

MazeRunner™ (the “**Software**”) is provided by Cymmetria® Inc., a Delaware incorporated company (“**Cymmetria**”, “**we**” or “**us**”). Cymmetria is committed to protecting your privacy and the security of your Personal Information. The following provisions (“**Privacy Policy**”) set forth and explain how we collect, use, protect, and disclose your Data (as defined below) when you use the Software and our Website. Please read the following Privacy Policy carefully and make sure that you fully understand and agree with it, **before** you access or use the Software - as it includes important information regarding the use of your Personal Information. Together with our End User License Agreement, the Privacy Policy governs your use of the Software.

By using the Software, you consent to the terms of this Privacy Policy and to the practices described herein. Please note that your Personal Information may be processed in countries where laws regarding processing of Personal Information may be less stringent than the laws in your country.

Please note that you are not obligated by law to provide us with any information. You hereby acknowledge, warrant and agree that any information you do provide us is provided at your own free will and consent, for the purposes and uses described herein.

The Software provides users with a cyber deception solution, which can be used to counter and prevent cyber-attacks directed against a user’s network. The Software may be used both by legal entities (companies, partnerships or other legal entities; hereinafter, “**Organizations**”) or by individuals, whether acting for an Organization or otherwise. BY ITS INHERENT NATURE, THE SOFTWARE CONTAINS COMPONENTS THAT ARE INTENDED TO LURE AND ATTRACT THE ATTENTION OF POTENTIALLY MALICIOUS ACTORS (PRIMARILY, THE DECOYS AND BREADCRUMBS) (“**Components**”). Cymmetria may require full access to the information placed in these Components, in order to ensure the proper functioning of the Software and to ensure it fulfills its intended purposes.

SINCE WE ALLOW YOU TO DECIDE WHICH INFORMATION TO INCLUDE IN THE COMPONENTS, IT IS UP TO YOU TO MAKE SURE THAT ANY INFORMATION YOU INCLUDE IS NOT OF A PRIVATE, SENSITIVE OR OTHERWISE PROTECTED NATURE. YOU HEREBY AUTHORIZE CYMMETRIA TO ACCESS, COPY, STORE, VIEW AND ANALYZE ANY AND ALL INFORMATION YOU PLACE IN THE COMPONENTS. YOU EXPRESSLY ACKNOWLEDGE THAT ANY INFORMATION YOU STORE IN THE COMPONENTS IS **LIKELY** TO BE ACCESSED BY UNAUTHORIZED PARTIES. YOU **EXPLICITLY AND EXPRESSLY** WAIVE ANY CLAIMS AGAINST CYMMETRIA ARISING FROM THE UNAUTHORIZED ACCESS OF ANY PARTY TO THE INFORMATION YOU PLACE IN THE COMPONENTS. You further agree to indemnify, defend and hold harmless Cymmetria and its affiliated entities, and their employees, contractors, officers, directors, agents and representatives, from any liability, claim or demand, including reasonable attorneys' fees, arising out of or related to the information included in the Components and the access and use of such information.

## Data We Collect and Store

1. **Personal Information** – Cymmetria may store information that is unique to you, such as your name, organizational and/or private e-mail address, title and other personally identifiable information (“**Personal Information**”). Cymmetria receives such Personal Information from you both when you voluntarily provide such Personal Information to Cymmetria (such as through the use of Cymmetria's website) and via your use of the Software. For example, Cymmetria may receive your Personal Information when you register for the Software or the Website or contact Cymmetria with inquiries, or if you have agreed to allow the Software to send information to Cymmetria and you have uploaded Personal Information to the Decoys accidentally or in contradiction to the terms of this policy.

2. **User Content** – in some cases we may require access to the contents of the information you upload to the Components you deploy. SINCE WE ALLOW YOU TO DECIDE WHICH INFORMATION TO INCLUDE IN THE COMPONENTS, IT IS UP TO YOU TO MAKE SURE THAT ANY INFORMATION YOU INCLUDE IS NOT OF A PRIVATE, SENSITIVE OR OTHERWISE PROTECTED NATURE. For example, if you agree to provide us with information that will be used to improve our software, we may acquire all the information that is located in a Component through the means of a full memory dump when we detect an unauthorized execution of code, that will be transmitted to Cymmetria for the purposes of digital forensic analysis. We may also receive and store your messages and associated content (including any data, information, files, documents and content you may upload, publish, display, transfer and receive when using the Software or the Website (the “**User Content**”). If Cymmetria decides, at its sole discretion, to store such information at our servers (or servers under our direct control), we shall employ reasonable commercial efforts to anonymize the information we collected.
3. **Product Update Related Information** – In order to ensure Cymmetria's Software remains up to date, we may collect information regarding the version and deployment type of the Software you are using in your system. While this information in and on itself is not necessarily private in its nature, we may store on our servers the IP address from which this information is transmitted to us and we may compare it against the e-mail address you provided to us during your initial registration.
4. **Product Usage Data** – Should you elect to send us data to improve the Software, we may also gather information that exceeds the Product Update Related Information stated above. Accordingly, we may receive or collect, from the computers or other devices you use to access and use the Software, other types of data and information about you, such as technical information about your computers or devices, software, your usage of the Software (“**Usage Data**”). For such purposes, we may also use cookies (a string of information that can be stored on your computer, if your web browser is set to permit storage of cookies) to help us learn about how you use the Software and to enhance your online experience. Please note that we do not change our practices in response to a “Do Not Track” signal in the HTTP header from a browser or mobile application.

We shall employ reasonable commercial efforts to anonymize the information we collect under this section.

The Personal Information, User Content (if applicable), Usage Data and any other data or information we may receive from you are collectively referred to as “**Data**”.

#### **How We Use Your Data**

1. We generally use the Data we collect in connection with the management, operation, maintenance, optimization, improvement and enhancement of our Software and our users’ experience.
2. In addition, we may use the Data collected by us, as follows:
  - a. In order to provide you with the Software and to administer, operate and maintain your account and use of the Software;
  - b. For the same purpose the Data was provided to us and in connection with the reason for which it was provided, including in order to provide you with access to or use of the Software or any functionality thereof and for forensic and other analysis related to the Software and its use;

- c. To respond to your emails, submissions, questions, comments, requests, and complaints and provide you with customer service and technical assistance and support;
  - d. To send you confirmations, updates, security alerts, support and administrative messages and otherwise facilitate your use of, and our administration and operation of, the Software;
  - e. To monitor and analyze usage and trends, to improve the Software, and prevent fraud;
  - f. To enforce an agreement or to protect our rights;
  - g. For the purpose of analysis, statistics and the like; and.
  - h. According to the instructions of your Organization, if applicable.
3. You acknowledge and agree that we may use subcontractors worldwide to provide our Software, and share your Personal Information with them as further explained below.

### **Sharing Data**

Cymmetria will not voluntarily share or disclose your Data, unless otherwise permitted according to the provisions of this Privacy Policy or the following terms:

1. Cymmetria may share your Data with its employees, consultants, agents and other third party companies and individuals that provide Cymmetria with a variety of services, including storage. These trusted third parties may have access to your Data, to the extent it is reasonably necessary for them in order to perform their tasks pertaining to their engagement with Cymmetria, all in accordance with this Privacy Policy;
2. Cymmetria may share your Data in order to facilitate the provision of software updates, product support and other services to you (if any);
3. For the purpose of analysis and statistics, provided that such disclosure is done anonymously and is non-personally identifiable;
4. Cymmetria may share your Data with its subsidiaries and/or affiliates for purposes consistent with this Privacy Policy;
5. Cymmetria may also transfer your Data in connection with, or during the negotiation of, a merger, consolidation, change of control or other corporate reorganization in which Cymmetria participates; and
6. In case Cymmetria believes, in good faith, that such disclosure is required under applicable law or is appropriate or necessary in order to enforce its End User License Agreement, take precautions against liabilities, investigate and defend itself against any third party claims or allegations, assist government enforcement agencies, comply with or respond to any court order, search warrant, subpoena or equivalent, protect the security or integrity of its application and servers and protect its rights and property.

### **General Privacy Provisions**

1. Cymmetria processes and stores Data on its or its partners' servers in many countries around the world, including in the European Union, Israel and in the U.S., and by using our Software you acknowledge and agree that your Data may be processed and stored on any of our or our partners' servers, at any location.

2. If you are a registered user of Cymmetria and have supplied us with your email address, you may occasionally receive emails from us with respect to updates on new features or other changes in the Software, or for customer service purposes, or otherwise as shall be required in order to enable your use of our Software. We may contact you for other purposes relating to our products or this Software, giving you the right at any time to opt out of such communications.
3. Cymmetria may provide you with support services, which may be provided through phone, email, or otherwise by Cymmetria. These may be recorded and/or monitored and we will use such data in the same way as we use your Data, as described in this Privacy Policy.

## **Security**

We care about the security of our Software, and therefore use advanced technical and organizational measures designed to secure the Data which we store from accidental loss and from unauthorized access, use, alteration or disclosure. However, there is always risk involved in the electronic transmission and storage of Data and allowing access to electronic systems. THIS IS ESPECIALLY TRUE OF THE SOFTWARE COMPONENTS THAT ARE BY THEIR INHERENT NATURE AND FUNCTION DESIGNED TO DRAW THE ATTENTION OF POTENTIALLY MALICIOUS ACTORS. As a result, Cymmetria cannot fully ensure or warrant the absolute security and privacy of your Data, nor can it fully ensure or warrant that it will detect all cases of unauthorized access to your Data, and you acknowledge and agree to these reservations.

If we detect a breach in the security of your Components or detect a violation of the privacy of information that You placed in a Component designed to attract the attention of a potentially malicious actor, Cymmetria shall notify You of the breach (in the form of an alert generated by the Software or by any other means Cymmetria deems sufficient for this purpose), and you alone shall assume all responsibility for complying with the relevant legal requirements of breach notification to all persons and entities involved (including, without limitation, all third parties) and bear all liability for failure to comply with said requirements. You further agree to indemnify, defend and hold harmless Cymmetria and its affiliated entities, and their employees, contractors, officers, directors, agents and representatives, from any liability (including, without limitation, any civil or criminal liability), claim or demand, including reasonable attorneys' fees, arising out of or related to failure to comply with such requirements.

## **Accessing Your Personal Information**

If you wish to access and/or request us to make corrections to your Personal Information stored with us, or wish to request a list of what Personal Information (if any) pertaining to you we disclosed to third parties in accordance with the California Civil Code Section 1798.83 (as applicable), feel free to send us an e-mail to [privacy@cymmetria.com](mailto:privacy@cymmetria.com) or mail your request to Cymmetria at 91 Hahashmonaim Street, Tel Aviv Jaffa, 6713308 c/o Privacy Compliance Officer, Legal Department , and we will respond within a reasonable timeframe and in accordance with any applicable law.

## **Deactivation and Deletion of Your Personal Information**

If you want to delete or remove your Personal Information stored with us, please contact us or your Organization at [privacy@cymmetria.com](mailto:privacy@cymmetria.com). Subject to applicable law, Cymmetria will respond to such requests only if submitted by an authorized representative of the Organization. Please note that some information may not be deleted from all databases and backup records. We may also retain certain Personal Information for customer service, legal and similar purposes, as permitted by law. We reserve

the right to keep all non-Personal Information and continue to use such non-Personal Information in accordance with this Privacy Policy after the termination of your account and deletion of all your Personal Information, as set forth above.

### **Changes to Our Privacy Policy**

**We reserve the right to modify this Privacy Policy at any time, so please review it frequently.** Changes to this Privacy Policy are binding and effective when they are posted on this page <https://www.cymmetria.com/legal/1.5.0/eula/privacy-policy>. To the extent that we have your e-mail address on record, we may use this to inform you of changes to this Privacy Policy. If we make any changes that we deem as “material” (in our sole good faith discretion), we will usually notify you prior to the change becoming effective.

### **Contacting Us**

If you have any questions about this Privacy Policy, our information practices, or your dealings with us, you can contact us at [privacy@cymmetria.com](mailto:privacy@cymmetria.com).

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