

## WINN.AI LABS LTD. – GENERAL TERMS AND CONDITIONS

*Last Updated 13 April 2023*

By accessing or using the Platform (as defined below) (including on a free trial basis), logging into your Account (as defined below) or executing a Sales Order (as defined below) (whichever is earlier, the “**Effective Date**”) you hereby agree to these general terms and conditions, as may be amended from time to time (“**Agreement**”) with Winn.AI Labs Ltd., on behalf of itself and its affiliates (collectively, the “**Company**”). Each of Company and you shall be referred to as “**Party**” and together the “**Parties**”. In the event you are entering into this Agreement on behalf of a corporate entity, or other public or private entity (“**Corporation**”), or during the performance of your duties within the Corporation, any reference to “you” or “End User” (as defined below) shall refer both to you and, *mutatis mutandis*, to the Corporation. You hereby certify that you are an authorized representative of the Corporation and have the right to assume the obligations under this Agreement on behalf of the Corporation and the authority to bind the Corporation and its affiliates in this Agreement. Please read the terms of this Agreement carefully in their entirety prior to your use of the Platform. Please note that this Agreement constitutes a legally binding agreement between you and the Company, and if you do not agree to all of the terms of this Agreement, or if you do not have the authority to bind the Corporation, you must exit the Platform, and discontinue the use of the Platform or terminate any outstanding Sales Order in accordance with its terms (as applicable). If the terms of the Agreement are considered an offer, acceptance is expressly limited to these terms.

### 1. GENERAL

- 1.1. The Company’s platform provides certain services to assist the sales process of its End Users during calls with third parties performed using a third party real-time communication software (the “**Platform**”).
- 1.2. You hereby represent and warrant that: (i) you are at least 18 years old (the Company reserve the right to request proof of age at any stage in order to verify compliance with this representation); (ii) Company has not disabled or terminated any Platform account under your name in the past for any reason; (iii) you have the right, authority and capacity to enter into this Agreement and to abide by all the terms and conditions of this Agreement, including on behalf of the Corporation (if applicable).

### 2. SCOPE OF SERVICE & THE LICENSE

- 2.1. Following the Effective Date, the Company hereby grants you a limited, revocable, non-exclusive, non-transferable, non-sub-licensable, and personal license to use the Company’s Platform, for internal and personal use only, including any revisions, releases, corrections, copies, modifications, derivatives, enhancements, updates and/or upgrades thereto, in accordance with terms of this Agreement and subject to them (the “**License**”). Under the License, Company shall provide you with credentials to open an account or such number of accounts as set forth in the Sales Order (if any) (each, an “**Account**”), for the purpose of accessing and using the Platform as end user(s) (each, an “**End User**”). For the avoidance of doubt, the End User does not acquire any rights whatsoever in and to the Platform beyond the rights granted herein, and may only use the same in accordance with this Agreement. The Company will have the right to review and monitor all use of the Platform to ensure compliance with the terms of the License and this Agreement.

- 2.2. Company may update the functionality, user interface, usability and other user documentation, information relating to the Platform and all of its features, from time to time, in its sole discretion and in accordance with this Agreement, as part of its ongoing mission to improve the Platform.

### 3. **FREE TRIAL SERVICES**

- 3.1. If you are provided with access to the Platform and the Services by the Company on a free trial basis, this Section 3 of this Agreement (*'Free Trial Services'*) will apply.
- 3.2. Anything to the contrary notwithstanding, if you are approved by the Company for Free Trial Services, the Company will make the applicable Free Trial Services available to you free of charge, until the earlier of: (a) the end of the free trial period communicated by the Company to you; (b) the start date of the paid subscription period as set forth in the applicable Sales Order; or (c) termination by the Company at its sole discretion.

“**Free Trial Services**” shall mean the services within the Platform that the Company makes available on a free trial basis, as set forth in the Platform or the Company’s website (as amended from time to time, at the sole discretion of the Company).

### 4. **USER OBLIGATIONS AND RESTRICTIONS**

- 4.1. End User is solely responsible for its use of the Platform, and for all activities on its Account.
- 4.2. As part of the registration to the Platform by the End User, the End User shall be required to provide certain information to the Company, including such information as further detailed in the Privacy Policy (as defined below). End User undertakes that all such information shall be accurate and complete, and undertakes to keep all such information up-to-date.
- 4.3. The End User will maintain the confidentiality of all usernames, passwords, access and Account information, and other information required for the purpose of logging into the Account, using at least the same degree of care as End User uses to protect its most confidential information. Except to the extent caused by Company’s breach of its confidentiality obligations hereunder, Company shall not be responsible for unauthorized access to the Account. You will contact Company promptly if (i) you discover that any Account information is lost, stolen, or disclosed to an unauthorized person; (ii) you reasonably believes that the Account has been compromised, including any unauthorized access, use, or disclosure of Account information; or (iii) you discover any other breach of security in relation to your Account passwords, usernames, access information, or the Platform, that may have occurred or is reasonably likely to occur.
- 4.4. It is your responsibility to keep the email address associated with the Account up to date, so that the Company can communicate with you electronically. You understand and agree that you forfeit the right to plead ignorance if you do not receive an electronic communication sent to you by the Company, due to the Account’s email address is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic communications.
- 4.5. It is your responsibility to obtain and maintain, at your expense, all necessary computer hardware, modems, connections to the internet and other items required to access the Platform.

- 4.6. Without limiting the foregoing, you may not, and may not permit or aid others to: (i) use the Platform for any purpose other than for the purpose hereunder, or contrary to the terms of this Agreement; (ii) copy, reproduce, sell, license (or sub-license), lease, loan, assign, transfer, or pledge the Platform or any part thereof or your rights under the License; (iii) modify, display, disassemble, decompile, reverse engineer, revise, enhance, republish, create any derivative works, or otherwise merge or utilize all or any part of the Platform, with or into any third party materials or components or attempt to access or discover the Platform's source code; (iv) make any changes or interfere in any way in the source code of the Platform, and upload any software or application that may harm or cause damage to the Company, the Platform or any other third party; (v) allow any other third party to use or access the Account and agree to use reasonable efforts to prevent unauthorized access to or use of the Platform and any device that you use to access the Platform; (vi) use the Platform in any manner that is prohibited by law or not authorized by this Agreement, including, without limitation by accessing or using the Platform in violation of any export or import restrictions, laws or regulations of the State of Israel or any foreign agency or authority, including, but not limited to, copyright infringement, trademark infringement, defamation, invasion of privacy, identity theft, hacking, cracking or distribution of counterfeit software; (vii) contest Company's Intellectual Property Rights to Company's IPR (as defined below); (viii) interfere with or disrupt the integrity or performance of the Platform or Company's network or the data contained therein or the use of other End Users; (ix) engage in "framing", "mirroring", or otherwise simulating the appearance or function of the Platform; or (x) Abuse the Platform in any way. "**Abuse**" shall mean and include any of the prohibited activity outlined in this Section 4.6, including without limitation, direct or indirect violation or bad activity in or through the Account, including copyright infringement, email spamming and network scanning. The decision whether an Abuse occurred or not, shall reside with Company in its sole discretion. Upon a decision by Company that an Abuse has occurred, without derogating from any of the Company's rights hereunder, Company shall issue a notice to the End User to cease the Abuse immediately.
- 4.7. You acknowledge that without prejudice to any other right of the Company, the Company shall have the right to monitor and track the use of the Platform to ensure compliance with the terms herein, and shall have the right to (i) prevent you from accessing the Platform, (ii) report your behaviour patterns on the Platform to third parties, and (iii) take any other action that the Company may deem appropriate to protect its property and rights, as well as the rights of third parties.

## 5. CONSIDERATION

- 5.1. In consideration for the License granted herein, and for the use of and access to the Platform, you may be required to pay the Company certain fees according to the sale order executed between the Company and you (either personally or through the Corporation) (if any) ("**Sales Order**"). The payment terms for the fees shall be set forth in the Sales Order.
- 5.2. Unless otherwise agreed in a specific Sales Order, the calculation of any fee payable hereunder, shall be done on an annual basis, commencing on the Paid Subscription Start Date (as defined in the Sales Order), and will automatically renew on an annual basis (each, a "**Billing Period**"). All payments of the fee shall be made at least 10 days prior to the then relevant Billing Period. All amounts paid shall be non-refundable, non-

cancellable and non-creditable regardless of any termination of this Agreement, for any reason, during the relevant Billing Period. All payments shall be invoiced.

- 5.3. Interest in the amount of 1.5% per month will be charged on all late payments. Company reserves the right to immediately suspend or terminate End User's use of the Platform in the event of any delay in payment. End User shall reimburse the Company for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting late payments pursuant to this Agreement.
- 5.4. You are solely responsible for payment of any taxes resulting from this Agreement, including VAT, if applicable. All fees under this Agreement are presented as net prices, and are exclusive of levies, duties, taxes, including withholding taxes, which shall be payable by you in addition to the fees owed to Company.

## 6. INTELLECTUAL PROPERTY

- 6.1. Notwithstanding anything to the contrary herein, the Platform (including the services offered through the Platform, including without limitation, the Free Trial Services (the "**Services**")), and any content embedded therein, including without limitation, materials, text, photos, logos, any graphical display of data, designs, sounds, figures, analysis, statistics and any other content, and all Intellectual Property Rights therein, as well as any Feedback and all Machine Learning Systems (each as defined below) (collectively, "**Company's IPR**"), are exclusively owned by Company or its licensors. Except for the License, and as expressly provided herein, no other rights or licenses, expressed or implied, are granted to the Corporation or to any End User by Company with respect to the Platform, the Services or the Company's IPR.

"**Intellectual Property Rights**" means any and all worldwide intellectual property rights, whether registered or not, including, but not limited to: (a) patents, patent applications and patent rights, know how, inventions, research and development activities and discoveries; (b) rights associated with works of authorship, including copyrights, copyrights applications, copyrights restrictions, mask work rights, mask work applications and mask work registrations; (c) rights relating to the protection of trade secrets and confidential information, including but not limited to confidential and proprietary information concerning the business and financial activities of Company, and any information concerning its service providers, employees, customers, suppliers, and partners; (d) trademarks, trade names, service marks, logos, trade dress, goodwill and domains; (e) rights analogous to those set forth herein and any other proprietary rights relating to intangible property; and (f) divisions, continuations, renewals, reissues and extensions of the foregoing (as applicable) now existing or hereafter filed, issued, or acquired.

- 6.2. You shall not, nor shall you allow any other party to, modify, decompile, disassemble, reverse engineer, copy, transfer, create derivative works from, rent, sub-license, distribute, reproduce, republish, scrape, download, display, transmit, post, lease or sell in any form or by any means, in whole or in part, any of the Company's IPR, nor shall you use such Company's IPR for any purpose other than for using the Platform pursuant to the terms herein. You further undertake not to exploit any of the contents of the Platform without the Company's explicit, prior written permission.
- 6.3. You hereby grant the Company a limited, non-exclusive, royalty free, worldwide and non-transferable right to use the Corporation's logo and trademarks on the Company's websites and in any promotional and marketing materials of the Company.

- 6.4. Any feedback provided by End User to Company regarding the Platform, its use or the Services, or any suggested improvements, enhancements or derivatives thereto (“**Feedback**”) is welcome by the Company. You are not required to provide Feedback, however, to the extent that you shall do so, such Feedback shall be solely owned by Company, and shall not, under any circumstance constitute your confidential or proprietary information. You hereby acknowledge that Company may use such Feedback in any manner Company sees fit, without restrictions or limitations, and without payment of any royalty or any other consideration.

## 7. **REPRESENTATIONS AND WARRANTIES**

Each Party hereby represents and warrants that: (i) it has the full corporate right, power and authority to enter into this Agreement and to perform the acts required hereunder (including on behalf of the Corporation, with respect to you); (ii) the execution of this Agreement and the performance of its obligations and duties hereunder does not violate any agreement to which it is a party or by which it is otherwise bound; (iii) when executed and delivered, the Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

## 8. **USER CONTENT**

- 8.1. In connection with the Parties’ engagement hereunder, you hereby acknowledge and accept that the Company shall receive and collect from you the User Content, either through the features embedded in the Platform, directly from you, or directly or indirectly from Third Party Software (as defined below).

“**User Content**” means, without limitation, audio recordings, data, text, End User’s clients information, photographs, and other types of works.

- 8.2. Certain information, including part of the User Content, may be received by the Company, *inter alia*, via: (i) access by the Company to third party real-time communication software (e.g. Zoom, Google Meet, Microsoft Teams), and access by the Company to other third party software storing User Content (collectively, “**Third Party Software**”); (ii) an API to the End User’s CRM or other End User’s servers or services (“**End User CRM**”); or (iii) any other agreed means of communication (including emails).
- 8.3. The User Content is and shall remain in the ownership of the End User, and the End User is solely responsible for the User Content. The Company is under no obligation to edit or control or monitor User Content, and will not be in any way responsible or liable for User Content.
- 8.4. End User hereby grants the Company permission to access the Third Party Software and the End User CRM on the End User’s behalf, and further grants Company with a non-exclusive, irrevocable, limited, royalty free and worldwide license, during the term of the License, to use, process and store the respective data and the User Content in order to perform the services under the Platform and any features thereof, and to exercise the Company’s rights and obligations under this Agreement, or otherwise in connection thereto. End User hereby further grant Company permission to incorporate information into the End User CRM, including information received through the Third Party Software.

- 8.5. The Platform may provide a feature which uses recordings of individual conversations. The laws with respect to the requirements of such recorded conversations are different in each jurisdiction. End User hereby acknowledges and agrees that End User is solely responsible to comply with all requirements under applicable laws, including the obligations to receive permissions, sending notices or other obligated actions, from or to, the relevant parties.
- 8.6. To the fullest extent permitted by law, Company shall not be responsible for any access to the User Content or to the results of processing of the User Content, provided by the End User to other End Users or any third parties.
- 8.7. Company shall have the right to collect and analyse data and other information relating to the engagement hereunder, including the provision, use and performance, by you or by others, of the Services and the various aspects of the Platform and related systems and technologies (“**Usage Data**”). The Services embedded in the Platform may be implemented by the Company using machine learning systems, with features and implementations designed to generate statistics, calibrate data models, and improve algorithms in the course of processing User Content and Usage Data (“**Machine Learning Systems**”). End User shall not have any rights in or to any part of the Platform or the Machine Learning Systems generated or created by the Company.

## 9. **TERM**

- 9.1. This Agreement is effective on the Effective Date and shall continue until such time as the End User continues to have access to and use of the Platform, in accordance with the terms herein, or the terms of any Sales Order (as applicable).
- 9.2. Company may terminate this Agreement either (i) by 14 day notice to you upon your failure to comply with any of your obligations hereunder, and (ii) immediately and without notice in the following events: (a) if you attempt to transfer or assign any of your rights, liabilities or obligations under this Agreement contrary to the provisions thereof; (b) non-payment of the applicable fees by you; (c) violation of any of the restrictions set forth in Sections 3 or 6 of this Agreement; (d) Company believes it is necessary to do so to comply with applicable law; or (e) a Force Majeure Event (as defined below) occurs which materially affects Company’s ability to provide the Platform.
- 9.3. Company may cancel the License and terminate your access to the Platform, or terminate this Agreement or any Sales Order, for convenience, by providing you with written advance notice of at least 30 days. In the event of termination in accordance with this Section 9.3, you shall be entitled to a pro-rata repayment of the applicable fees actually paid by you for the applicable Billing Period.
- 9.4. You may terminate this Agreement, for convenience, by providing Company with written notice no later than 30 days prior to the end of the then current Billing Period, or in accordance with the terms stated in any applicable Sales Order. Failure to provide such termination notice will render you liable for payment of fees incurred during the subsequent Billing Period.
- 9.5. Upon termination of the Agreement: (i) you shall immediately pay all due fees and payments, regardless of the due date of payment under this Agreement, (ii) you shall cease use of the Platform and immediately return to the Company all Confidential Information and Company’s IPR, in any media and form, and shall erase all copies of the Platform, and (iii) Company shall be entitled to terminate or disable the Account.

Notwithstanding the termination or expiration of this Agreement, Sections 6 (*Intellectual Property*), 8 (*User Content*), 10 (*Privacy*), 11 (*Confidentiality*), 13 (*Disclaimer of Warranties*), 14 (*Limitation of Liability*), 15 (*Indemnification*) and 16 (*General*) shall survive and remain in effect in perpetuity.

## 10. **PRIVACY**

- 10.1. The Company's Privacy Policy, available on the Platform (the "**Privacy Policy**"), set forth the information the Company collects and receives, and the manner in which it is used. By agreeing to the terms of this Agreement, you hereby confirm that you also accept and agree to the Privacy Policy.
- 10.2. By virtue of this Agreement, Company may have access to certain personal data regarding individuals.
- 10.3. You acknowledge and agree that except as described in this Agreement, any content, data, recordings, and information (including the User Content), you shall provide the Company in any way, including without limitation by accessing the Platform or uploading thereto or that the Company shall collect in connection with the End User's engagement with it, including without limitation through Third Parties Software (collectively, "**Data**"), will be processed as described in the Privacy Policy. As between the Company and the End User, any Data that the End User shall enter or upload into the Platform is and will remain owned by the End User. End User hereby grant the Company the right to collect, process, transmit, store, use, and disclose the Data to provide the Services under this Agreement and as otherwise set forth in the Privacy Policy.
- 10.4. You acknowledge and agree that the Company may collect, create, process, transmit, store, use, and disclose aggregated and de-identified data derived from Data or use of the Platform ("**Aggregated Data**"), for Company's business purposes, including for Machine Learning Systems, and for training, industry analysis, benchmarking, and analytics. All Aggregated Data will be in an aggregated or de-identified form only and will not identify End User. Company shall have sole ownership, title and interest in and to the Aggregated Data, and nothing in this Agreement gives you any rights in or to any part of the Platform, the services provided thereunder, or Aggregated Data.
- 10.5. You are solely responsible (a) for Data as entered into, supplied, accessed, or used by End User, and (b) for complying with any privacy and data protection laws and regulations applicable to Data or End User's use of the Platform. You represent and warrant that you have obtained, and will maintain all rights, consents, and authorizations required to grant the Company the rights and licenses set forth herein and to enable the Company to exercise its rights under the same without violation or infringement of the rights of any third party.
- 10.6. It is acknowledged by the Parties, that in respect of the personal data processed in connection with the Agreement ("**Agreement Personal Data**"), the End User is considered as the "owner" of the Agreement Personal Data, and Company is considered as the "holder" of such data. By agreeing to the terms of this Agreement, and using the Platform, you hereby confirm that you also accept and agree to the Company's Data Processing Addendum (<https://winn.ai/data-processing-addendum>), which governs the processing of Agreement Personal Data on your behalf, where such Agreement Personal Data is subject to the General Data Protection Regulation 2016/679.

- 10.7. Without derogation from the above, End User shall, in its use of the Platform, process Agreement Personal Data in accordance with the requirements of all applicable privacy laws. Without derogating from the generality of the above, End User bears the exclusive responsibility for assessing the lawfulness of the processing of Agreement Personal Data, as well as the lawfulness of the transfer of Agreement Personal Data to Company to process Agreement Personal Data in connection with this Agreement.
- 10.8. Without derogating from the generality of the above, End User undertakes to obtain all required consent from the individuals to which Agreement Personal Data relates, and comply with all applicable privacy laws, in order to allow Company to process the Agreement Personal Data in accordance with this Agreement pursuant to any applicable privacy law.
- 10.9. End User hereby grants Company, and Company hereby accepts, a non-exclusive, non-transferable license, to use Agreement Personal Data in an anonymized manner for Company's internal purposes.

## 11. **CONFIDENTIALITY**

- 11.1. Each Party ("**Recipient**") shall keep confidential and shall not disclose to any third party (other than to its employees, affiliates and advisors having a need to know to perform Recipient's obligations hereunder, which are bound by a confidentiality undertaking with Recipient on terms no less restrictive than as contained herein), any Confidential Information which it has acquired from the other Party ("**Discloser**") and shall only use such Confidential Information in connection with exercising its rights and performing its obligations under this Agreement. Notwithstanding, Recipient may disclose the Confidential information in the event such disclosure is required by law or by an order issued by a government body or a court, provided that the Recipient (unless prohibited from doing so) shall notify the Discloser of such required disclosure, so that Discloser may contest the disclosure or seek a protective order with respect thereto. All right, title and interest in and to the Confidential Information disclosed or transferred by Discloser shall remain the property of Discloser. Such confidentiality obligation shall continue perpetually after termination of this Agreement. "**Confidential Information**" means any know-how, any trade or business secrets, any commercial, financial, business, technical or other confidential information of whatever nature relating to the Discloser's business (whether written, oral or in electronic or other form, and whether marked or unmarked as confidential) or of clear confidential nature, including, with respect to the Company, the Platform and all of Company's IPR incorporated therein. Confidential Information shall not include information that: (i) is or becomes publicly known other than through any act or omission of the Recipient; (ii) was in the Recipient's lawful possession before the disclosure, as evidenced by the Recipient; (iii) is lawfully disclosed to the Recipient by a third party without restriction on disclosure, as evidenced by the Recipient; or (iv) is independently developed by the Recipient without use of Confidential Information of the Discloser, which independent development can be shown by written evidence.
- 11.2. If Recipient is required to disclose Confidential Information by law, by any court of competent jurisdiction or by any regulatory or administrative body, Recipient (unless prohibited from doing so) shall promptly give Discloser prior notice so that Discloser may contest the disclosure or obtain a protective order with respect thereto. Recipient shall only disclose that portion of the Confidential Information that Recipient is legally obligated to disclose.



12. **SERVICE LEVEL**

The Company warrants that during the End User's use of the Platform, the Platform will perform in substantial compliance with this Agreement, provided that it is used on the computer hardware and with the operating system for which it was designed. The Company's service commitments do not include downtime to extent resulting from previously scheduled maintenance and events beyond the Company's reasonable control, including, but not limited to, any down time caused by (a) outages to any public internet backbones, networks or servers; (b) any failures of End User's system, equipment, etc.; or (c) acts of God. Company shall provide reasonable technical support. Company shall make best efforts to respond to any support request following up to 72 hours as of receipt of such request, during working hours (Sunday – Thursday 9:00-18:00 Israel Standard Time, excluding holidays). End User's sole remedy in the event of any noncompliance with this Section 12, shall be to terminate this Agreement. Such termination does not affect payments of any fees due with regards to any use of the Platform prior to termination.

13. **DISCLAIMER OF WARRANTIES**

Except for the express representations and warranties stated herein, the Platform and the Services are provided "as-is", "as-available" and "with all faults" basis, and the Company makes no other warranties, and explicitly disclaims any other warranties of any kind, either express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose or non-infringement. Company does not have any obligation to monitor the use of the Platform and it is not responsible for the availability, accuracy, applicability or legality of any information, data or domain. Further, and without limiting the foregoing, Company does not represent or warrant that: (i) the Platform and the Services shall be error free or that any errors will be corrected; (ii) the Platform shall not contain any bugs, viruses, Trojan horses, or the like which may be transmitted to or through the Platform by any third party; (iii) the operation of the Platform will be uninterrupted or that it will be able to be used at any time; (iv) the Platform and the Services will meet your requirements. Company shall not be responsible for unauthorized access to or alteration to the Platform and will not be liable for any damages or loss incurred to End User, or any other third party as a result or in connection with the use of the Platform or reliance on the Platform or any information derived through the Platform. In addition, Company shall not be responsible or liable for unauthorized access to End User's systems or for the use of the Platform by the End User.

Company is not responsible for any problems or technical malfunction of any telephone or network lines, computer online systems, servers or providers, hardware, software, failure due to technical problems or traffic congestion on the internet (or inaccessibility of the internet) or incompatibility between the Platform and the End User's browser and/or other equipment. Without derogating from the above, the Company does not assume any responsibility or risk for the End User's use of the internet.

14. **LIMITATION OF LIABILITY**

14.1. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY, IN ANY EVENT, FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED,

AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, COMPANY'S MAXIMUM AGGREGATE LIABILITY UNDER OR ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE HIGHER OF: (I) USD 1,000; AND (II) TOTAL AMOUNT OF FEES ACTUALLY PAID BY YOU TO COMPANY DURING THE SIX MONTHS PRECEDING ANY CLAIM UNDER WHICH SUCH LIABILITY SHALL ARISE.

14.2. The limitations contained in this Section 14 are considered reasonable by the Parties having regard to the circumstances which are known to or in the contemplation of the Parties at the date of this Agreement, and the availability of insurance to the Parties.

15. **INDEMNIFICATION**

You hereby agree to indemnify and hold Company harmless from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action (“**Claim**”) by a third party (including reasonable attorney fees) arising from or in connection to End User's access or use of the Platform, any breach of End User's responsibilities or obligations, representations or warranties under this Agreement or the Company's use of the User Content or other data obtained by Company from you which allegedly infringes third party's rights or violates any law. You shall bear sole responsibility for your decisions made relying on the content of the Platform. The Company shall notify you in writing of the Claim and shall make commercially reasonable efforts to provide you with reasonable assistance and information.

16. **THIRD PARTY SERVICES OR CONTENT**

16.1. While using the Platform, you may view content or services provided by third parties, including advertisements. The Company does not control, endorse or adopt such content or services, and it may not always be accurate or current.

16.2. Without derogating from the generality of the foregoing, it is emphasized that all content provided by third parties are not provided by the Company or by anyone on its behalf, and the Company does not control, endorse or adopt any such content.

16.3. Accordingly, the Company recommends that the End User independently verify all information before relying on it, and any decisions or actions taken based upon such information is the End User's sole responsibility.

17. **LINKS**

The Platform may contain links, content, advertisements, promotions, logos and other materials to platforms, websites or software that are controlled or offered by third parties (the “**Links**”). The Company caution the End User to ensure that End User understand the risks involved in using such websites, software, platforms or materials before retrieving, using, relying upon or purchasing anything via these websites, platforms or software or based on such materials. The inclusion of Links in the Platform is not an endorsement, authorization, sponsorship, affiliation or any other connection between the Company and those websites, platforms, software or their operators. Such Links are provided solely for End User's convenience, and End User agree that under no circumstances it will hold the Company liable for any loss or damage caused by use of

or reliance on any content, goods or services available on other websites, platforms or software.

18. **GENERAL**

- 18.1. Company shall not be liable for any failure to perform any of its obligations hereunder resulting from circumstances beyond the Company's reasonable control, such as strikes, shortages, riots, insurrection, fires, flood, storms, explosions, acts of God, war, government or quasi-governmental authorities actions, acts of terrorism, earthquakes, power outages, internet or other technology failures, pandemic or epidemic ("**Force Majeure Event**").
- 18.2. The Company may, at its sole discretion, amend, modify, or discontinue, from time to time, any of the services provided under the Platform and/or introduce new services. The Company shall not be liable for any loss suffered by you resulting from any such changes made and you shall have no claims against the Company in such regard.
- 18.3. This Agreement, together with any Sales Order (if any), contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements between the Parties, including without limitation, any kind of non-disclosure agreement. In the event of any contradiction between the explicit provisions of this Agreement and the provisions of the Sales Order, the provisions of the Sales Order shall prevail. Any term not defined within the Sales Order shall have the meaning ascribed thereto in this Agreement.
- 18.4. For clarity, the Parties specifically agree that this Agreement supersedes and renders void any contrary terms and conditions contained in a sales order, sales acknowledgment or other instrument, agreement or document unless such order, acknowledgment, instrument, agreement or document is (i) an updated version of this Agreement; or (ii) entered into after the Effective Date by both Parties hereto and expressly references this Agreement. Any reference to the Agreement herein, shall include the Sales Order (if any) and the terms and conditions thereunder.
- 18.5. For the purposes of this Agreement, the Parties will at all times be independent contractors with no right to bind or obligate the other in any manner whatsoever. The transmission of information to or from the Platform does not create between the Parties any relationship that deviates from those specified in this Agreement.
- 18.6. You may not transfer or assign your rights or obligations under this Agreement to any third party without Company's prior written approval, other than in the event of a merger, acquisition, corporate reorganization, or sale of all or substantially all of the stock or assets, with respect to a Corporation. Company may assign its rights or obligations under this Agreement at any time. The Company may, at its sole discretion, amend the terms and conditions of this Agreement from time to time.
- 18.7. All notices will be made in writing and given by personal delivery, overnight courier, facsimile, email or other means of transmission or by certified or registered mail to contact information mentioned above or the last contact information provided by a party following the Effective Date.
- 18.8. The failure of either Party at any time to require performance by the other of any provision herein will not affect the right of such Party to require performance at any time thereafter, nor will the failure of either Party to take action regarding a breach of any provision hereof be taken or held to be a waiver of the provision itself.

18.9. Any provision of this Agreement which is determined to be prohibited or unenforceable by a court of competent jurisdiction will be ineffective only to the extent of such prohibition or unenforceability and will be severed without invalidating the remaining provisions hereof or otherwise affecting the validity or enforceability of such provision. The headings used herein are for the convenience of the Parties only and will not affect the interpretation of this Agreement.

18.10. This Agreement shall be governed by the laws of the State of Israel, without reference to its principles of conflict of laws to the extent they would require the application of the law of another jurisdiction. The Parties each consent to the exclusive jurisdiction of the courts of Tel-Aviv, Israel, and waive any objection to venue in such courts. Notwithstanding the foregoing, Company shall be entitled to seek injunctive and other equitable relief, without the necessity of showing actual money damages in any jurisdiction in the event of an actual or threatened breach.

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