Anodot Terms of Use

Available on AWS Marketplace to AWS Account Holders

The following terms and conditions (the "**Terms**") govern Customer's access to, and use of, (a) anodot.com (together with its sub-domains, content and services, the "**Site**"); (b) the Anodot API (as defined below) and (c) the Anodot software-as-a-service platform, documentation, features, and services, as well as any fixes, updates or upgrades thereto (collectively, the "**Service**"). These Terms are between you ("**Customer**") and if you are residing within the United States, Anodot Inc., if you are residing within the United Kingdom, Anodot Ltd. (UK) or if you are residing outside the United States and outside the United Kingdom, Anodot Ltd. (Israel) (which shall each be referred to as "**Anodot**").

IMPORTANT: PLEASE READ CAREFULLY. THE RIGHT TO ACCESS AND USE ANODOT'S SERVICE IS SUBJECT TO AND CONDITIONED ON ACCEPTANCE OF AND AGREEMENT TO THESE TERMS OF USE.

These Terms set out the legal rights and obligations between Customer and Anodot, when Customer purchases one of Anodot's paid subscription plans (each, a "**Subscription**") through Customer's account on Amazon Web Services, Inc. ("**AWS**") via the AWS Marketplace.

BY CUSTOMER: (1) ORDERING THE ANODOT SERVICE FROM THE AWS MARKETPLACE; (2) CAUSING ANODOT TO PROVISION THE ANODOT SERVICE; AND/OR (3) ACCESSING OR USING THE ANODOT SERVICE, CUSTOMER AGREES THAT ANY SUCH ACTION CONSTITUTES:

a) CUSTOMER'S ACKNOWLEDGEMENT THAT IT HAS HAD THE OPPORTUNITY TO READ AND REVIEW THESE TERMS OF USE,
b) CUSTOMER'S ACCEPTANCE AND AGREEMENT TO THESE TERMS OF USE FOR THE ANODOT SERVICE,
c) CUSTOMER'S ONGOING REPRESENTATION AND WARRANTY TO ANODOT THAT CUSTOMER MEETS (AND AT ALL TIMES WILL COMPLY WITH) ALL OF THE TERMS, CONDITIONS, AND REQUIREMENTS SET FORTH IN THESE TERMS OF USE, AND
d) CUSTOMER'S REPRESENTATION AND WARRANTY TO ANODOT THAT CUSTOMER'S REPRESENTATIVE ACTING ON ITS BEHALF IS AUTHORIZED TO AND DOES POSSESS THE AUTHORITY TO ACCEPT, AGREE, AND BIND CUSTOMER TO THESE TERMS OF USE.

CUSTOMER AGREES THAT WRITTEN APPROVAL IS NOT A PREREQUISITE TO THE VALIDITY OR ENFORCEABILITY OF THESE TERMS OF USE AND NO SOLICITATION OF ANY SUCH WRITTEN APPROVAL SHALL BE CONSTRUED AS AN INFERENCE TO THE CONTRARY.

IF CUSTOMER DOES NOT ACCEPT AND AGREE TO THESE TERMS OF USE, CUSTOMER MAY NOT ORDER, REGISTER, DEPLOY, ACCESS, OR USE THE ANODOT SERVICE AND CUSTOMER WILL IMMEDIATELY NOTIFY AWS THAT CUSTOMER DOES NOT AGREE TO THESE TERMS OF USE AND WILL NOT BE ACCESSING OR USING THE ANODOT SERVICE.

These Terms shall incorporate the AWS ordering documentation (including a registration webpage, if applicable), pursuant to which Customer shall agree to certain commercial terms such as metrics and pricing information, in order to obtain limited access to the Anodot Service through Customer's AWS Account (the ("**Order**"). All capitalized terms used but not defined herein shall have the meaning ascribed to such term in the Order.

By accessing or using any part of the Site and/or the Service, Customer acknowledges that it has reviewed, and agrees to be bound by, these Terms and Anodot's Privacy Policy which is available at https://www.anodot.com/privacy-policy/ (the "**Privacy Policy**"). Furthermore, if Customer is acting on behalf of an entity, Customer represents that it is authorized to act on behalf of, and bind to these Terms, such entity. If Customer does not agree to these Terms, it may not access or use any part of the Site and/or Service.

1. **Introduction to Service.** Anodot makes the Service available to Customer through Customer's Account (as defined below). The Service processes aggregated data of metrics provided by the Customer (the **"Data"**), detects anomalies in the Data and groups related anomalies into one incident.

2. **Customer Account.** In order to access and use certain services that Anodot offers via the Service, Customer must have an account ("**Account**"). Customer agrees to provide accurate, current and complete information during the registration process and to update such information to maintain accuracy. Anodot reserves the right to suspend or terminate Customer's Account at any time, including if any information provided proves to be inaccurate, not current or incomplete. Customer is solely responsible for safeguarding Customer's Account's password and user name ("**Login Details**"). Any Customer employee who receives access to the Service and has Login Details is considered a "**User**" and Customer shall ensure that the Login Details for each User may only be used by that User. Customer's Subscription to the Service is limited to the number of Users designated in the Order. Customer must not allow anyone other than its Users to access and use Customer's Account and is responsible for ensuring that any third party using its Account (whether or not a User) has consented to, and abides by, these Terms. Customer will take sole responsibility for any activities under its Account. Customer agrees: (i) to keep, and ensure that Users keep, all Login Details secure at all times; and (ii) to promptly notify Anodot in writing if Customer becomes aware of a

security breach or any unauthorized access or use of Customer's Account or the Service. Users may access the Service via Anodot's Application Program Interface ("**API**"), which use shall be subject to these Terms.

3. **Use of the Service**
   (a) Service. Subject to Customer's compliance with these Terms, and the terms and conditions of any applicable AWS terms and policies to the extent applicable to Customer in connection with the Order, and to payment of the Subscription Fees, during the corresponding Subscription period, Anodot hereby grants Customer a limited, revocable, non-exclusive, non-sublicensable, and non-transferable right to: (1) access and use the Service, solely for internal purposes, via the Anodot-designated web portal in connection with Customer's Account and to use the Services to analyze the Data; (2) transmit Data using the API; and (3) access and use the Site and Site Content (as defined below).
   (b) Restrictions of Use. Customer must not, and shall not allow any User or third party to:
      (i) Copy or make copies of the Service for distribution to the public;
      (ii) Distribute, broadcast, rent, lease, lend, use for timesharing or service-bureau services, export, modify, adapt, translate, enhance, customize, or otherwise create derivative works of, the Service or any part thereof;
      (iii) Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of, the Service or any part thereof;
      (iv) Remove or distort any proprietary notices or legends on or in the Service;
      (v) Use any automated means to access or use the Service, nor circumvent or disable any security or technological features of the Service;
      (vi) Use, send, upload, post, transmit or introduce any device, code, routine or other item (including bots, viruses, worms, and Trojan horses) that interferes (or attempts to interfere) with the operation or integrity of the Service, nor any content that is unlawful, infringing, defamatory, deceptive, obscene, fraudulent, harassing, pornographic, or abusive;
      (vii) Use the Service to design or develop any competing product or service that competes with the Service, nor use the Service for any unlawful or fraudulent purpose, to breach these Terms, or infringe or misappropriate any third party intellectual property, privacy, or publicity right;
      (viii) Violate or abuse password protections governing access to the Service;
      (ix) Publicly disclose the results of any Service benchmark (or similar comparison) test, without the express prior written approval of Anodot;
      (x) Publicly display or make public performance of the Service; and/or
      (xi) Use the Service in a manner inconsistent with its then-current documentation.
   (c) Fair Usage. The following limits shall apply to Customer's use of the Service and Anodot reserves the right to enforce limits on the following:
      (i) **Data Points/Second**: not to exceed # of metrics/30 (i.e. for 1M metrics - 33K DPS), on average providing sample every 30 second for each metric;
      (ii) **# of Concurrent Data Connections**: the maximum between 100 and the # of metrics/1,000 (i.e. for 1M metrics, 1,000 connections);
      (iii) **# Of Defined Alerts**: not to exceed 1,000 defined alerts;
      (iv) **# Of Composite Metrics**: - not to exceed 1,000 composite metrics.
   (d) Feedback. If Customer contacts Anodot with feedback (such as comments or suggestions) about the Service (**"Feedback"**), Customer hereby grants to Anodot a royalty-free, fully-paid, non-exclusive, irrevocable, sub licensable, transferable, perpetual, and worldwide license to use, reproduce, modify, perform, create derivative works from, distribute, display, and otherwise fully exploit, any such Feedback in any manner and for any purpose.
   (e) Data. Customer hereby grants Anodot a royalty-free, non-exclusive license to use, process, display, copy and store the Data in order to: (i) provide the Service to Customer; and (ii) administer and make improvements to the Service.
   (f) Suspension. If Anodot believes that Customer is using the Service in a manner that deviates from the restrictions set forth in Section 3(b), exceeds the limitations set forth in Section 3(c) or the Order or may cause harm to Anodot or any third party, then Anodot may, without derogating from Anodot's right to terminate Customer's use of the Service for any breach hereof, suspend or limit Customer's access to and use of the Service ("**Suspension**") until such time as Anodot believes the excess, deviation, threat or harm, has passed. Anodot will make commercially reasonable efforts to promptly notify Customer in advance of any such Suspension.

4. **Additional Requirements and Provisions**
   (a) Integration. Customer acknowledges and accepts that it will implement, maintain and comply with the technical requirements of the Service as described in the website, as amended from time to time by Anodot, which include integrating the Service with the Customer's back-end environment, systems and data feeds. Customer acknowledges that any commitments by Anodot under these Terms are subject to the Customer's timely performance of the foregoing.
   (b) Availability of the Data. While using the Service, Customer may choose to provide, upload, import, transmit, post, or make accessible to Anodot certain Data, all according to the limitations of Service as set forth by Anodot from time to time. Customer acknowledges that the Service does not operate as an archive or file storage service and Anodot does not store the Data during Customer's use of the Service. Anodot shall endeavor to (i) store for one week Data Points which are provided every minute; (ii) store for one month Data Points which are provided every five minutes; (iii) store for six months

Data Points which are provided every hour; and (iv) store for one year Data Points which are provided once a day. If anomalies are identified in Data Points which are provided every minute, Anodot shall endeavor to store such anomalies for three days; if anomalies are identified in Data Points which are provided at longer intervals, Anodot shall endeavor to store such anomalies for one month. Customer is solely responsible for the backup of its Data. Customer agrees that Anodot has no responsibility or liability for the deletion of or failure to store any Data or other content maintained or transmitted by or through the Service.

(c) <u>Security</u>. Anodot agrees, during the respective Subscription period, to implement reasonable security measures to protect the Data and will utilize industry standard security procedures.

(d) <u>Service Level Agreement.</u> Anodot will use commercially reasonable efforts to ensure that the Service is available (as defined below) for access and use at an annual uptime percentage of at least 99.9%, as measured over any calendar year. The Service will be deemed "available" if Users are able to login to the Service, interface and access monitoring data. Anodot shall not be deemed in default if the Service is inoperable or inaccessible due to: (i) reasonable scheduled downtime (such as downtime of which Customer is notified at least 3 days in advance, or during a standard maintenance window); (ii) reasonable backups of the Service; (iii) Service unavailability that is attributable to: (a) causes beyond Anodot's reasonable control, such as a force majeure event, or the performance of any third party hosting provider or communications or internet service provider; (b) Customer's failure to comply with these Terms; (c) any actions or omissions by Customer or any third party acting on Customer's behalf; and/or (d) Customer's or any third party's equipment or software; (iv) Service unavailability caused by the Suspension and/or termination of Customer's right to use the Service in accordance with the Agreement; and (v) separate instances of Service unavailability of less than 5 minutes duration each (each of (i) through (v) above, an "**SLA Exclusion**"). In the event Service availability drops below 99.9% for 2 consecutive months (except if due to an SLA Exclusion), Customer may terminate the Subscription to the Service in the calendar month following such 2-month period upon written notice to Anodot.

5. **Fees**. In consideration for the Service provided, Customer shall pay AWS the fees set forth in the Order or on the Marketplace (the "**Subscription Fee**") (plus any applicable taxes). AWS shall be responsible for paying the Subscription Fees to Anodot, subject to AWS's agreement with Anodot. For clarity, notwithstanding any payment by Customer to AWS, Anodot shall not be required to make available the Service to Customer unless Anodot has received the Subscription Fee in accordance with the Order or the Marketplace. In no event, will Anodot provide, or be liable for, any refund of the fees Customer pays for access to or use of any other services provided by AWS to Customer. If the Subscription Fee is not paid to Anodot, it shall be deemed a breach of these Terms entitling Anodot to suspend or terminate the provision of the Service.

6. **Customer Representation and Warranties.** Customer represents and warrants that: (i) Customer owns or has obtained the rights to all of the intellectual property rights subsisting in the Data, and Customer has the right to provide Anodot the license granted herein to use such Data in accordance with these Terms; (ii) the Data does not infringe or violate any intellectual property, proprietary or privacy or publicity rights of any third party; and (iii) Customer owns or has the necessary rights and permissions to use and access the Service. Customer shall remain solely responsible and liable for the Data and expressly releases Anodot from any and all liability arising from Anodot's use of the Data as permitted herein. Customer agrees to comply with all applicable international, national, state, regional and local laws and regulations in accessing and/or using the Service (or any part thereof) and in performing its obligations, including laws relating to privacy, data protection, and exports.

7. **Intellectual Property**
(a) <u>General</u>. All rights not expressly granted under these Terms are hereby reserved by Anodot and/or its licensors and nothing in this Agreement shall be construed as transferring any rights, title or interests to Customer or any third party. Furthermore, the rights granted from Anodot to Customer under these Terms shall terminate immediately upon the earlier of the termination of these Terms (as described in Section 10 below) or Customer's breach of any provision of these Terms.

(b) <u>Service</u>. The intellectual property and all other rights, title and interest of any nature in and to the Service (including Anodot's API), and any related content provided or made available by Anodot hereunder, including all modifications, upgrades, customizations and derivative works (whether or not permitted under this Agreement) of the Service, are and shall remain the exclusive property of Anodot and its licensors.

(c) <u>Site Content and Marks</u>. (i) The content on the Site, including the text, documents, articles, brochures, descriptions, products, software, graphics, photos, sounds, videos, interactive features, and services (collectively, the "**Site Content**"), and (ii) the trademarks, service marks and logos contained therein, including "Anodot" and the Anodot logo (the "**Site Marks**"), are the property of Anodot and/or its licensors and may be protected by applicable copyright or other intellectual property laws and treaties. All other trademarks, service marks, and logos used on the Site are the trademarks, service marks, or logos of their respective owners.

(d) <u>Customer Data</u>. The intellectual property and all other rights, title and interest of any nature in and to the Data are and shall remain the exclusive property of Customer and/or its licensors.

8. **Privacy Policy.** In order for Anodot to provide Customer with the Service, no identifiable or personal information is required to be transmitted. Customer is required not to provide Anodot with such information as part of the Data and shall indemnify Anodot for any third party claims arising from its provision of identifiable or personal information. Notwithstanding the foregoing, Anodot may receive login information such as user email addresses. To the extent that any such personally

identifiable information is collected by or on behalf of Anodot, it shall be used by Anodot in accordance with the Privacy Policy as amended from time to time, which can be found at: https://www.anodot.com/privacy-policy/.

9. **Confidential Information.** Each party may have access to certain non-public and/or proprietary information of the other party and its affiliates and subsidiaries, in any form or media, including trade secrets and other information related to the products, software, technology, data, know-how, or business of the other party, whether written or oral, and any such other information that, regardless of the manner in which it is furnished and given the circumstances, a reasonable person should have reason to believe is proprietary, confidential, or competitively sensitive ("**Confidential Information**"). Each party shall take measures, at least as protective as those taken to protect its own confidential information, but in no event less than reasonable care, to protect the other party's Confidential Information from disclosure to a third party. Neither party shall use or disclose the Confidential Information of the other party except as expressly permitted under these Terms or by applicable law. All right, title and interest in and to Confidential Information are the sole and exclusive property of the disclosing party. Upon termination or expiration of these Terms or upon the written request of the disclosing party, the receiving party shall promptly: (i) return to the disclosing party all Confidential Information furnished to it by the disclosing party, without retaining any copies thereof, or (ii) destroy all Confidential Information furnished to the receiving party by the disclosing party, including soft copies and any writings or recordings whatsoever prepared by the receiving party, except to the extent a party is advised by counsel that such destruction is prohibited by law.

10. **Termination**
    (a) Term. These Terms shall remain in effect during the Subscription period set forth in the Order, unless earlier terminated according to the terms herein. Following the Initial Term (as set forth in the Order), the Subscription shall automatically renew at the then-applicable Subscription Fees (unless increased) for successive 1 year terms unless: (i) Anodot or Customer provides the other with 60 days written notice prior to the end of any term of its intent not to renew, or (ii) the right to use and access the Service is terminated in accordance with the terms herein.
    (b) Termination. Notwithstanding the foregoing, either party may immediately terminate the Agreement, by written notice to the other party: (i) if the other party has breached the Agreement and failed to cure such breach within 14 days from receipt of written notice thereof; or (ii) if such party becomes insolvent or makes any assignment for the benefit of creditors or similar transfer evidencing insolvency, or suffers or permits the commencement of any form of insolvency, administration or receivership proceeding or has any petition under bankruptcy, insolvency or administrative law filed against it, which petition is not dismissed within 60 days of such filing, or has a trustee, administrator or receiver appointed for a material portion of its business or assets. A party that becomes subject to any of the events described in clause (ii) shall immediately notify the other party in writing.

11. **Effect of Termination**
    (a) General. Upon termination of these Terms, Customer shall immediately discontinue all access and use of the applicable Service. It is hereby clarified that termination of these Terms shall not relieve Customer from its payment obligations.
    (b) Access to Customer Data. Upon termination of these Terms, Customer will lose all access to any Data that Anodot may be storing in order to make available the Service to Customer. It is Customer's responsibility to download its Data prior to termination of these Terms. Notwithstanding the foregoing, for a period of 30 days from the effective date of termination of these Terms, Anodot will provide Customer, upon Customer's written request, with a reasonable opportunity to download the Data. Anodot reserves the right to permanently delete any Data that may be contained in Customer's Account at any time following said 30 day period, and Customer agrees to waive any legal or equitable rights or remedies it may have against Anodot with respect to Data deleted in connection thereto.
    (c) Survival. Section 3(c) (Feedback), and Sections 6 (Customer Representation and Warranties) to 15 (Miscellaneous) shall survive termination of these Terms.

12. **Disclaimer of Warranties**. Customer assumes all responsibility for the selection of the Service to achieve Customer's intended results. Applicable law may not allow the exclusion of certain warranties, so to that extent such exclusions may not apply. EXCEPT AS EXPRESSLY SET FORTH HEREIN: (I) THE SERVICE AND REPORTS (DEFINED BELOW), ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS; AND (II) ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON INFRINGEMENT, AND FITNESS FOR PURPOSE ARE DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. ANODOT WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY CONSEQUENCES TO CUSTOMER OR THIRD PARTIES THAT MAY RESULT FROM CUSTOMER'S HARDWARE OR SOFTWARE, FROM AWS, OR FROM CUSTOMER'S INTERNET OR ANY THIRD PARTY SERVICE PROVIDER. ANODOT MAKES NO REPRESENTATION REGARDING CONTENT, REPORTS, INFORMATION OR RESULTS THAT CUSTOMER OBTAINS THROUGH USE OF THE SERVICE (COLLECTIVELY, "**REPORTS**"). REPORTS DO NOT CONSTITUTE LEGAL ADVICE AND CUSTOMER MUST DETERMINE FOR ITSELF ANY NEED TO OBTAIN INDEPENDENT ADVICE REGARDING THE SUBJECT MATTER OF ANY REPORT AND/OR ANY SOFTWARE THAT CUSTOMER MAY USE. CUSTOMER'S USE OF AND RELIANCE UPON THE SERVICE AND ANY REPORTS IS AT CUSTOMER'S SOLE DISCRETION AND RISK, AND EXCEPT AS EXPRESSLY SET FORTH HEREIN, ANODOT SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO CUSTOMER IN CONNECTION WITH THE FOREGOING. EXCEPT AS STATED HEREIN OR IN ANODOT'S PRIVACY POLICY, ANODOT DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE SECURITY OF ANY INFORMATION CUSTOMER MAY PROVIDE.

13. **Limitation of Liability.** EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, (I) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOSS OF INCOME, PROFITS, GOODWILL, REPUTATION, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT ARISE UNDER THESE TERMS OR THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE SERVICE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY; AND (II) EXCEPT IN RELATION TO EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, EACH PARTY'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL DAMAGES AND LOSSES UNDER THESE TERMS, OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE SERVICE SHALL NOT EXCEED THE AMOUNT OF FEES (IF ANY) PAID BY AWS TO ANODOT IN RELATION TO THESE TERMS WITHIN THE 12 MONTHS PRECEDING THE DATE OF A CLAIM.

14. **Indemnification**
    (a) Indemnification obligation. Each party (the "**Indemnifying Party**") hereby agrees to defend and indemnify the other party and its directors, officers, employees, agents and partners (each, an **"Indemnified Party"**) from and against any and all third-party claims, demands, actions and/or proceedings based upon or arising out of the Indemnifying Party's (i) violation of the intellectual property rights of a third party; and/or (ii) breach of Section 3(b) (Restrictions of Use), (each, a **"Claim"**), and the Indemnifying Party agrees to pay the Indemnified Party for any and all damages, obligations, losses, liabilities, penalties, fines, costs and expenses (including but not limited to reasonable attorneys' fees) (collectively, **"Losses"**) incurred by the Indemnified Party in connection with the Claim, or in the settlement or avoidance of the Claim.
    (b) Procedure. In relation to the indemnification obligations at Section 14(a) above: (i) the Indemnified Party will notify the Indemnifying Party of any Claim; (ii) the Indemnified Party shall cooperate in any defense and settlement and may participate in such defense at its own expense; and (iii) the Indemnifying Party agrees not to enter into any settlement of any Claim without the prior written consent of the Indemnified Party, which shall not be unreasonably withheld.

15. **Miscellaneous**
    (a) Assignment. These Terms and any rights or obligations hereunder may not be transferred or assigned by either party without the prior written consent of the other party; provided, however, that Anodot may, without the written consent of Customer, assign its rights and delegate its obligations hereunder to an affiliate, or in connection with the transfer or sale of all or substantially all of its business, or in the event of its merger, consolidation, change in control or similar transaction. Subject to the foregoing, these Terms shall be binding upon and inure to the benefit of each party and its respective assigns. Any prohibited assignment shall be null and void.
    (b) Modifications. Anodot reserves the right, at Anodot's discretion, to modify these Terms at any time. Such modification(s) will be effective 10 days following posting of the modified Terms on the Anodot website and/or the AWS Marketplace (the modified Terms will not be posted on or via the Service), and Customer's use of any part of the Service thereafter means that Customer accepts those modifications. Anodot therefore encourages Customer to check the Anodot website and/or the AWS Marketplace regularly to see the most current Terms.
    (c) Reference Customer. Unless otherwise specified in the Order, Anodot may use Customer's name and logo on its website and in its promotional materials to state that Customer is a customer of Anodot. Customer agrees to serve as a reference customer of Anodot and shall cooperate with Anodot's reasonable marketing and referencing requests. Upon Customer's request, Anodot will remove Customer's name and logo from its website and/or promotional materials.
    (d) Independent Contractors. The parties are independent contractors. Nothing in these Terms shall create a partnership, joint venture, agency, or employment relationship between the parties. Neither party may make, or undertake, any commitments or obligations on behalf of the other.
    (e) Governing Law and Settlement of Disputes. If you are residing within the United States, these Terms shall be governed by the laws of the State of Delaware and all disputes arising out of these Terms shall be subject to, and each party hereby consents to, the sole and exclusive jurisdiction of the competent courts located in Delaware. If you are residing within the United Kingdom, these Terms shall be governed by the laws of England and Wales and all disputes arising out of these Terms shall be subject to, and each party hereby consents to, the sole and exclusive jurisdiction of the competent courts located in London, England. If you are residing outside the United States and outside the United Kingdom, these Terms shall be governed by the laws of the State of Israel and all disputes arising out of these Terms shall be subject to, and each party hereby consents to, the sole and exclusive jurisdiction of the competent courts located in Tel Aviv, Israel. Any principles of conflict of laws provisions shall not apply hereto. The United Nations Convention for the International Sale of Goods shall not apply. Notwithstanding the foregoing, Anodot may seek injunctive or other equitable relief in any jurisdiction in order to protect its intellectual property rights.
    (f) General. These Terms comprise the entire agreement between the parties regarding the subject matter hereof and supersedes and merges all prior understandings, oral and written, between the parties relating to the subject matter of these Terms. If any part of these Terms is held by a court of competent jurisdiction to be illegal or unenforceable, the validity or enforceability of the remainder of these Terms shall not be affected and such provision shall be deemed modified to the minimum extent necessary to make such provision consistent with applicable law and, in its modified form, such provision shall then be enforceable and enforced. No failure or delay in exercising any right hereunder by either party shall operate as a waiver thereof, nor will any partial exercise of any right hereunder preclude further exercise.

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