Lightbits Terms and Conditions
Available on AWS Marketplace to AWS Account Holders

The following terms and conditions (the "**Terms**") govern Customer's access to, and use of Lightbits 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 Lightbits Labs Ltd and any subsidiary thereof (collectively, "**Lightbits**").

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

These Terms set out the legal rights and obligations between Customer and Lightbits, when Customer purchases one of Lightbits' 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 SERVICE FROM THE AWS MARKETPLACE, AND/OR ACCESSING OR USING THE 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 SERVICE, (c) CUSTOMER'S ONGOING REPRESENTATION AND WARRANTY TO LIGHTBITS THAT CUSTOMER MEETS (AND AT ALL TIMES WILL COMPLY WITH) ALL OF THE TERMS, CONDITIONS, AND REQUIREMENTS SET FORTH IN THESE TERMS, AND (d) CUSTOMER'S REPRESENTATION AND WARRANTY TO LIGHTBITS 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.

CUSTOMER AGREES THAT WRITTEN APPROVAL IS NOT A PREREQUISITE TO THE VALIDITY OR ENFORCEABILITY OF THESE TERMS 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, CUSTOMER MAY NOT ORDER, REGISTER, DEPLOY, ACCESS, OR USE THE 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 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 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.

1. **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 Lightbits, subject to AWS's agreement with Lightbits. For clarity, notwithstanding any payment by Customer to AWS, Lightbits shall not be required to make available the Service to Customer unless Lightbits has received the Subscription Fee in accordance with the Order or the Marketplace. In no event, will Lightbits 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 Customer fails to pay the Subscription Fee in accordance with the Order and the terms herein, it shall be deemed a breach of these Terms entitling Lightbits to suspend or terminate the provision of the Service.

2. **Customer Account.** In order to access and use certain services that Lightbits 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. Lightbits 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 Lightbits in writing if Customer becomes aware of a security breach or any unauthorized access or use of Customer's Account or the Service.

3. **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, Lightbits hereby grants Customer a limited, revocable, non-exclusive, non-sublicensable, and non-transferable right to access and use the Service, solely for internal purposes.

4. **Support and Maintenance**. All support and maintenance services in relation to the Services shall be provided in accordance with Lightbits' Customer Support Guide, which may be accessed at https://lightbitslabs.com/doclib/docpub/cloud/support/Lightbits_Customer_Support_Guide-cloud.pdf, as amended by Lightbits from time to time.

5. **Restrictions of Use**. You may not, by yourself or through others: (i) sell, lease, sublicense or distribute the Services, or any part thereof, or otherwise transfer the Services or allow any unauthorized third party to use the Services in any manner; (ii) reverse engineer, decompile, disassemble or otherwise reduce to human-perceivable form the Services' source code; (iii) modify, revise, enhance or alter the Services; (iv) copy or allow copies of the Services to be made that were not authorized by the Company; (v) make the Services accessible to other users or the public; (vi) circumvent, disable or otherwise interfere with security-related features of the Services or features that prevent or restrict use or copying of any content or that enforce limitations on use of the Services; (vii) interfere or attempt to interfere with the integrity or proper working of the Services; (viii) remove, alter or obscure any proprietary notice or identification, including copyright, trademark, patent or other notices, contained in or displayed on or via the Services; (ix) use the Services to violate any applicable laws, rules or regulations, or for any unlawful, harmful, irresponsible, or inappropriate purpose, or in any manner that breaches these Terms, and/or (x) represent that you possesses any proprietary interest in the Services. Customer will indemnify Lightbits against, and hold it harmless from, any and all liability, cost or expense arising from a breach or purported breach of such requirements.

6. **Suspension**. If Lightbits believes that Customer is using the Service in a manner that deviates from the restrictions set forth in Section 5, or the Order or may cause harm to Lightbits or any third party, then Lightbits may, without derogating from Lightbits' 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 Lightbits believes the excess, deviation, threat or harm, has passed. Lightbits will make commercially reasonable efforts to promptly notify Customer in advance of any such Suspension.

7. **Open Source.** The software provided as part of the Services may use open source components. A full list of the required attributions and source code for such open source components is accessible at https://lightbitslabs.com/doclib/docpub/cloud/support/Open-Source-List.pdf. The use of such open source components may be governed by the licenses under the terms and conditions of such open source components and not in accordance with these Terms.

8. **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 Lightbits 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 Lightbits from any and all liability arising from Lightbits' 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**.**

9. **Intellectual Property Rights**. In all cases, intellectual property rights in and to, and all technology relating to the Services supplied to Customer, including but not limited to, their design and all improvements thereto, and any accompanying software, whether or not such product, design, improvement, or software is made pursuant to Customer's specifications or at Customer's expense, shall be and remain the exclusive property of Lightbits and its licensors and suppliers.

10. **Personal Data and Analytics Information**. While using the Services, certain data, such as personal data or other data, will be made available and/or accessible to Lightbits or the Services (the "**Customer Data**"). As the exclusive owner of the Customer Data, Customer represents, warrants and covenants that to the extent the Customer Data includes any personally identifiable information, Customer has received and/or obtained

any and all required consents or permits and has acted in compliance with any and all applicable privacy laws, to allow Lightbits to receive, transfer and use the Customer Data solely in order to perform our Services. Lightbits may however be required to disclose the Customer Data: (a) to satisfy any applicable law, regulation, legal process, subpoena or governmental request; or (b) to collect, store, transfer, and/or process the Customer Data through Lightbits' affiliates, subsidiaries, third party service providers and vendors as reasonable necessary to provide the Services. Notwithstanding the foregoing, any anonymous information, which is derived from the use of the Services (i.e., metadata, aggregated, statistics and/or analytics information) which is not personally identifiable information ("**Analytics Information**") may be used for providing the Service and software, for development and/or improvement, and/or for statistical purposes (internally or externally). Notwithstanding anything to the contrary, the Analytics Information is our exclusive property.

11. **Limited Warranty.** UNLESS OTHERWISE SPECIFIED UNDER THESE TERMS AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT AS SPECIFICALLY DETAILED IN THESE TERMS, LIGHTBITS MAKES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO LIGHTBITS' SOFTWARE, MATERIALS, INFORMATION AND SERVICES, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF AVAILABILITY, ACCURACY, RELIABILITY, USEFULNESS, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, TITLE OR FITNESS FOR A PARTICULAR PURPOSE AND ANY CONDITION OR WARRANTY ARISING FROM COURSE OF PERFORMANCE, DEALING OR USAGE OF TRADE.

12. **Limited Liability.** IN NO EVENT SHALL LIGHTBITS OR ITS LICENSORS OR SUPPLIERS BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND, HOWEVER ARISING, WHETHER IN CONNECTION WITH (AMONGST OTHER THINGS) THE FURNISHING OF PRODUCTS, SOFTWARE, PARTS, OR SERVICES HEREUNDER, OR THE PERFORMANCE, USE OF, OR INABILITY TO USE OF THE SERVICE, OR OTHERWISE, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT LIGHTBITS HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF ANY SUCH DAMAGES. LIGHTBITS' AND ITS LICENSORS' AND SUPPLIERS' MAXIMUM TOTAL AGGREGATE LIABILITY FOR DAMAGES OF ANY KIND WHATSOEVER RELATING TO THE PRODUCT SHALL BE LIMITED TO THE PURCHASE PRICE PAID BY CUSTOMER FOR THE SERVICES.

13. **Term and Termination**. These Terms shall remain in effect during the Subscription period set forth in the Order, unless earlier terminated according to the terms herein. Notwithstanding the foregoing, either party may immediately terminate these Terms , by written notice to the other party: (i) if the other party has breached these Terms 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.

14. **Unintended Applications.** Unless specifically otherwise agreed in writing by Lightbits, Customer acknowledges that Services sold by Lightbits are not intended for and will not be used in life support systems, human implantation, nuclear facilities or systems or any other application where product failure could lead to loss of life or catastrophic property damage. Customer will indemnify, defend and hold Lightbits harmless from any loss, cost or damage resulting from customer's breach of the provisions of this Section 14.

15. **Export.** The products and software distributed pursuant to these Terms may be subject to various national and international export control laws and regulations. Customer agrees that it will not export, reexport or transfer such items or any products developed with or utilizing such items or any other product from Lightbits in violation of any such applicable laws or regulations. Customer is responsible for obtaining any licenses required to export, reexport, transfer or import the products purchased or software licensed from Lightbits. The products purchased or software licensed may not, in the absence of authorization by U.S. and local law and regulations, as required, be used by or exported or reexported to (i) any U.S. sanctioned or embargoed country, or to nationals or residents of such countries; or (ii) to any person, entity, organization or other party identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons List, or the Department of State's Debarred Parties List, as published and revised from time to time; or (iii) any party where the end-use involves nuclear, chemical/biological weapons, rocket systems or unmanned air vehicles. Nothing in this Section 9 shall expand, or be deemed to expand, the rights granted to customer under these Terms**.**

16. **Anti-Corruption**. In performing its duties under these Terms, customer shall at all times comply with all applicable international, federal, state and local laws and shall not engage in any illegal or unethical practices. Customer agrees that customer has not, has no obligation to and shall not, directly or indirectly, give, offer, pay, promise to pay, or authorize the payment of money or anything of value to any other person in connection with the performance of its obligations under these Terms. Customer agrees not to take any actions that would cause it or Lightbits to violate any applicable anti-corruption laws or regulations. Customer further agrees that no officer, director, employee, or agent of customer is an "official" of any government located within the Territory as that term is defined in the under applicable law, nor shall customer employ any such "official".

17. **Miscellaneous**.

   17.1. 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 Lightbits 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.

   17.2. Governing Law. 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.

   17.3. Modifications. Lightbits reserves the right, at Lightbits' discretion, to modify these Terms at any time. Such modification(s) will be effective 10 days following posting of the modified Terms on the Lightbits 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. Lightbits therefore encourages Customer to check the Lightbits website and/or the AWS Marketplace regularly to see the most current Terms.

   17.4. 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.

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