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Termination For Cause: Either Party may terminate this Agreement with immediate effect, and Incredibuild may block the use of the Software Product and Cloud Services, if: (a) the other party materially breaches this Agreement and such breach remains uncured fifteen (15) days after having received written notice thereof; or (b) the other party is unable to pay its debts or becomes insolvent, is the subject of an order made or a resolution passed for its administration, winding-up or dissolution (otherwise than for the purpose of a solvent amalgamation or reconstruction), or is the subject of any events or circumstances analogous to the foregoing; or (c) Licensee has received the Software Product and/or Cloud Service and/or Feature pursuant to an Evaluation or Free License. Notwithstanding the foregoing, if Licensee has purchased a subscription to use the Software Product and/or Cloud Service via the Marketplace or a Partner, (a) the Marketplace operator and/or Partner (as applicable) may terminate and/or suspend Licensee's use of the Software Product and/or Cloud Service in accordance with the Partner Order Form; and (b) Incredibuild may terminate this Agreement with immediate effect if

Licensee fails to pay the applicable payments and license fees to Marketplace operator and/or Partner (as applicable).

Effects of Termination: Upon termination or expiration of this Agreement: (a) Licensee will: (i) immediately cease use of the Software Product and Cloud Services; (ii) return the Software and all copies thereof, as well as the Documentation to Incredibuild; (iii) erase or otherwise destroy all copies of the Software in its possession, which is fixed or resident in the memory or hard disks of its computers and certify in writing to Incredibuild that all copies (including partial copies) of the Software Product, Cloud Services and related Documentation have been returned to Incredibuild or otherwise erased, destroyed and deleted from any computer libraries or storage devices; and (v) return to Incredibuild any and all Confidential Information then in its possession; (b) Incredibuild will delete Licensee's Virtual Private Cloud, including its entire content. Notwithstanding anything to the contrary, it is Licensee's sole responsibility to check and verify that the entire content of Licensee's Virtual Private Cloud (has been deleted and to remove the permission that Licensee provided to Incredibuild to manage its Virtual Private Cloud. Incredibuild is not responsible for any costs that may arise due to Licensee's failure to delete and remove content from its Virtual Private Cloud. Termination of this Agreement shall be without prejudice to the rights and remedies of either Party which have accrued up to the date of termination. Sections 5 (Intellectual Property Rights), 9 (Confidentiality), 10 (Limited Warranties), 11 (Limitation of Liability), 15 (Usage Audit) and 17 (Miscellaneous) shall survive the termination of this Agreement.

14. USE OF DATA.

14.1 Unless otherwise stated in a separate document (e.g. data processing agreement or privacy policy), during the process of registration to use the Subscription License, Incredibuild may request Licensee to provide its contact information, such as: full name, organization name, phone number, valid email address and similar data, and Incredibuild may use this information (i) to provide, maintain and improve the Software Product Cloud Services and other Incredibuild's services, perform this Agreement, and for related purposes, and (ii) to contact Licensee to provide Licensee with important information, software updates, required notices, marketing promotions and related purposes. Incredibuild also reserves the right to use Licensee name and logo to present Licensee as a customer in Incredibuild's website and other social media advertising or marketing promotions Incredibuild makes from time to time. Licensee agrees to serve as a reference customer of Incredibuild and will cooperate with Incredibuild's reasonable marketing and referencing requests.

14.2 If Licensee needs to execute a Data Processing Agreement ("DPA"), Licensee is required to obtain the Incredibuild's DPA and return a signed copy of the DPA to Incredibuild. In the event Licensee fails to execute such DPA when required to do so by law or regulation, or to comply with any applicable data protection or privacy law or regulation and/or any provision of the DPA, Licensee shall be solely and fully responsible and liable for any such breach, violation, infringement and/or processing of personal data without a DPA.

15. USAGE AUDIT.

Incredibuild may request that Licensee furnish it with a report with respect to the use by Licensee of the Software Product and/or Cloud Services in order to verify Licensee's usage of the Software Product and/or Cloud Services in accordance with the terms of this Agreement. Without derogating from the foregoing, Incredibuild shall be entitled to audit Licensee's usage of the Software Product and/or Cloud Services at Licensee's facilities in order to verify proper usage in accordance with the terms herein. Such audits shall be scheduled a reasonable time in advance during Licensee's normal business hours. If the audit uncovers any Licensee wrongful act, then, on top of any other applicable remedy available to Incredibuild at law or in equity, the cost of such auditing shall be borne by Licensee. By requesting an audit, Incredibuild does not waive its rights to enforce this Agreement or to protect our intellectual property by any other means permitted by law.

16. EXPORT CONTROL.

Licensee acknowledges that the laws and regulations of the United States, as well as other foreign authorities, may restrict the export and re-export of certain commodities and technical data, including the Software Product Cloud Services and Documentation. Licensee agrees not to export or re-export the Software Product, Cloud Services and Documentation in any form without the appropriate United States and foreign governmental licenses.

17. MISCELLANEOUS.

This Agreement represents the complete agreement concerning the subject matter hereof. Incredibuild reserves the right to modify this Agreement at any time by sending you a notification of such change (in case of a material change) and/or publishing the revised Agreement on Incredibuild's website. Such change will be effective ten (10) days following the foregoing notification thereof. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that Party as to subsequent enforcement of rights or subsequent actions in the event of future breaches. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. Any use of the Software Product and Cloud Services by an agency, department, or other entity of the United States government shall be governed solely by the terms of this Agreement. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by Licensee without Incredibuild's written consent, but may be assigned by Incredibuild without restriction or notification. Any assignment in breach of this Agreement shall be null and void. This Agreement shall be governed by and construed under the laws of the State of Israel. The competent courts of Tel- Aviv, Israel shall have the exclusive jurisdiction with respect to any dispute and action arising under or in relation to this Agreement. This Agreement does not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the parties. Incredibuild will not be liable for any delay or failure to comply with its obligations resulting from circumstances or causes beyond the reasonable control of the Incredibuild.

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