

Software-as-a-Service Agreement

Last updated on December 31, 2018

Software-as-a-Service Agreement

This Software-as-a-Service Agreement (the “**Terms**”) apply to and govern the use of the Rookout proprietary application management software that helps organizations collect, manage, debug and enhance the performance of application in production environment (the “**Service**”).

Key Points

The following key points of these Terms are brought for your convenience only. They do not substitute the full Terms.

1. **Your relationship with us.** These Terms are a binding agreement between the individual or entity identified during registration to the Service. You must ensure that your employees, consultants and agents

that you designate to use and deal with the Service for your benefit fully comply with these Terms.

2. **Use and License.** Subject to these Terms, the completion of your registration and your payment of the applicable fees, you may, during the Term, access and use the Service strictly for your internal business purposes. To this end, we grant you a limited license to install Rookout Software, as further provided herein.
3. **Data.** You are responsible to thoroughly review the Service's output data frequently, check for any alerts or warnings issued by the Service, address the findings specified in the Output Data and determine what actions are appropriate in light thereof. We are not responsible or liable for your reliance upon, or use of, the Output Data, your actions in connection with the Output Data, or any consequences resulting therefrom. We will process, handle and use your Service Data and Feedback as explained in section 6.3 below and will take precautions to maintain the confidentiality of your data.
4. **Fees.** You will pay us, as of your registration to the Service, the monthly subscription fees, in accordance with the packages, schemes, amounts and subscription cycle presented to you upon registration.
5. **Restrictions.** You may not use the Service in any of the objectionable manners explained in section 8 below.
6. **Term.** Upon the end of each subscription cycle, your subscription will be automatically renewed for successive subscription cycles, unless you notify us by email at least 14 days before the end of the subscription cycle, that you wish to terminate your subscription. We may also terminate your subscription by providing you a prior notice of termination by email at least 14 days before the end of the subscription cycle.

7. **Intellectual property.** All legal rights in the Service, including all intellectual property rights, are ours. Obviously, we don't own the Output Data and any other data originates from your systems and applications.
8. **Disclaimer of warranty.** The Service is provided for use "as is". We disclaim all warranties and representations with respect to the Service and the Output Data.
9. **Limitation of liability.** Both your own and our liabilities are limited as set out in section 10 below.
10. **Indemnity.** You agree to indemnify us in case of a third-party complaint, claim, plea, or demand in connection with your breach of any provision or representation in these Terms.
11. **Law & jurisdiction.** Use of the Service is governed by the laws of the State of Israel and most disputes will be adjudicated in courts in Tel Aviv Israel.

Terms of Service

1. Your relationship with us

These Terms are a binding agreement between the individual or entity identified during registration to the Service ("**you**" or "**your**"), and Rookout Ltd., a company organized under the laws of the State of Israel, company registration number 51-573346-7, whose registered address is at 17 Tiomkin Street, Tel-Aviv 6777649, Israel ("**we**", "**us**", "**our**", "**Rookout**" or the "**Company**").

In case of an entity, the individual signing-up to the Service for the entity confirms that they have the proper authority to legally bind the entity to these Terms. They also confirm they agree, on behalf of that entity, to be contractually bound by these Terms.

In the event that the parties hereto have already entered into certain services agreement which governs the use of the Service, the terms and conditions of that certain services agreement will prevail, unless otherwise agreed by the parties in writing.

1. Definitions.

1. “**Rookout Software**” means the Company’s proprietary software code to be installed on servers that you lawfully own or control for the purpose of collecting and processing the Data, producing the Output Data and providing the Service.
2. “**Data**” mean Client Data and Output Data, collectively.
3. “**Feedback**” means information or content concerning enhancements, changes or additions to the Service that you request, desire or suggest.
4. “**Fees**” means the applicable service fees, as set forth in section 7.
5. “**Output Data**” means the various reports, alerts, analytics, recommendations, notices, and other types of information and data that the Service may generate, provide or make available to you, whether through the Service’s web-based interface, an output file, or otherwise.
6. “**Client Data**” means software code, logs, application performance information and any other types of information that originate from your applications or production environment.
7. “**Service Data**” means the data we collect and process in the course of providing the Service, about the use of the Service, including de-identified data, bandwidth utilization, and statistical or aggregated information about the use of the Service and all pertinent information at your disposal concerning bugs, errors and malfunctions in the Software, performance of the Software, its compatibility and interoperability.

8. **“Term”** means the period of these Terms as specified in section 9 below.

1. **Interpretation.** As used herein, the term “including”, means including, but not limited to, and without limitation, to the generality of the preceding phrase.

2. License and Use.

1. Subject to these Terms and your payment of the applicable Fees, you may, during the Term, access and use the Service, strictly for your ability to monitor and debug your production environment. Without derogating from the foregoing, Rookout hereby grants you a limited, non-exclusive, non-transferable, and non-sublicense-able license, to use the Rookout Software during the Term, within your internal DevOps activities.
2. You must ensure that your employees, consultants and agents that you designate to use and deal with the Service for your benefit fully comply with these Terms. You are liable to us for all acts or omissions of those that use and deal with the Service for your benefit, as though you yourself had performed those acts or omissions.

1. Registration and user account.

1. You must be registered in order to use the Service. In order to apply for registration, you must complete our online application form in which we will indicate the mandatory fields for completion. If you do not provide the required information in these fields, you will not be able to register. You must provide true, accurate and complete information.
2. If you choose to register with an online account (such as your Gmail, BitBucket or GitHub account), you give us access to retrieve your profile

information on the respective website. The particular categories of information we retrieve from your online accounts are the scope of information that the respective online website makes available to us by default, according to your privacy settings. The information we collect in this manner includes all categories of personal information that will be requested from you during the registration process, such as .your full name, email address and other profile information, .

3. If you choose to register with email address, login to the Service will be authenticated with a password, which you should periodically change. You must maintain the confidentiality of your account login details.

1. Data.

1. You are solely and exclusively responsible: (i) for all actions you take in response to the Output Data; (ii) to thoroughly review the Output Data frequently, check for any alerts or warnings issued by the Service, address the findings specified in the Output Data and determine what actions are appropriate in light thereof; and (iii) to carry out such actions as you deem appropriate as a result of the Output Data.
2. We are not responsible or liable for your Data or your reliance upon and use of the Output Data, your actions in connection with the Output Data, or any consequences resulting therefrom.
3. You acknowledge and agree that we may process your Data on your behalf in order to provide you with the Service. You further acknowledge and agree that we will handle and use (by ourselves or using trusted third-party service providers such as cloud service providers) the Service Data and Feedback as follows:

1. To provide the Service to you, conduct administrative and technical activities necessary to maintain and provide the Service and to improve and customize the Service;
2. To conduct analysis or generate metrics related to the Software;
3. For commercial and marketing purposes, publication of case studies and white papers
4. To bill and collect Fees, enforce these Terms and take any action in any case of dispute, or legal proceeding of any kind involving you with respect to the Service;
5. To prevent fraud, misappropriation, infringements, and other illegal activities and misuse of the Service;
6. To provide the Service to you and other customers, to enhance the Service, to develop new products and services, for research and testing and for any other purpose we determine. You will not be entitled to any remuneration from us, for our use of such Feedback and Service Data; and

1. We may disclose or share your Data, if we are required, or reasonably believe we are required, by law, pursuant to a subpoena, order, or decree, issued by a competent judicial or administrative authority, provided that, to the extent legally permitted, we will endeavor to give you prompt notice of the requirement prior to such disclosure, to allow you, at your cost and expense, to intervene and protect its interests in your Data.
2. Subject to the foregoing, we will take precautions to maintain the confidentiality of your Data, in a manner no less protective than we use to protect our own similar assets, but in no event less than reasonable care. We will not use or disclose your Data except as described above

or otherwise subject to your express, prior, written permission. Our personnel, staff, advisors and consultants will access your Data on a strict 'need to know' basis, subject to these Terms.

3. We may delete your Data from the Service, upon termination of these Terms. You are responsible for maintaining back-up copies of your Data. The Service does not provide, and is not intended as, data back-up service.
4. We may store and process any personal data (that is available to us) outside of the European Economic Area and outside your home country.
5. You will not be entitled to receive any remuneration from us for any use, utilization, publication or examination of such Service Data and Feedback, provided that in the event of publications, the data we publish does not identify you specifically.
6. To the extent that your Data (other than Output Data) is subject to legal protection (such as trade secrets or privacy), then you are responsible to, and shall, obtain and maintain valid consents and permissions, as may be necessary under applicable law, in order to allow us to lawfully collect, handle, retain, process and use the your Data in the manners and for the purposes set forth in these Terms.

1. Fees.

1. In consideration of the provision of the Service to you, you will pay us, as of your registration to the Service, the periodic subscription Fees, in accordance with the packages, schemes, amounts and subscription cycle presented to you upon registration.

2. Changes you make in your subscription package, scheme or amount will take effect in the subsequent subscription cycle, unless otherwise stated by us.
3. All Fees are quoted in US Dollars, unless expressly stated otherwise. Fees are payable by third-party payment processing provider. We may, from time to time, and without specific notice to you, add additional payment methods to the then-current payment methods, or cease to use previously supported payment methods. We may require additional information from you before completing payment transactions.
4. You must keep the billing information you provided to us upon registration current, complete, and accurate, and notify us promptly in case of any change in your billing information.
5. We will charge you for the applicable subscription Fees at the beginning of each subscription cycle. By registering to the Service, you give your consent to purchasing a subscription to the Service, in accordance with the schemes, amounts and subscription cycle presented to you upon registration, and to being billed for the applicable Fees, in addition to any applicable taxes (such as sales tax, value added tax), and any surcharges or commissions charged by the payment processor or your selected payment method.
6. All your payment obligations are non-cancelable and all amounts paid in connection with the Service are non-refundable. If you terminate your account and subscription, you are not entitled to any refund (pro-rata or otherwise), for any Fees you have paid for the terminated subscription during that subscription cycle. You are responsible for paying all Fees applicable to your subscription to the Service, whether or not you actively used, accessed or otherwise benefited from the Service.

7. Payment methods are processed and handled through relevant third party payment processors. Payment methods are therefore subject not only to these Terms, but also the terms and conditions of these third parties pursuant to your contractual relations with them. You acknowledge that the third parties processing any of the payment methods may charge you commission on their end of the transaction. We are not responsible for such commission, which is strictly within your contractual relations with the relevant payment processor.
8. Fees that we are unable to charge through the payment method you provided is deemed an overdue Fee. Failure to settle any overdue Fee within twenty (20) calendar days of its original due date will constitute a material breach of these Terms. Without derogating from any other rights and remedies available to us under applicable law, overdue Fees will accrue interest at the rate of three-quarters of one percent (0.75%) per month or part thereof, cumulative monthly on the linked capital from the due date until the date of actual payment. You will reimburse us for all legal costs and attorney fees we incur in the course of collecting your overdue Fees.
9. We may modify, adapt, improve, or enhance the Service, or any of its features, user interface, design or any other aspect related to it, without being obligated to provide you notice thereof. If we enhance the Service to include new or additional features or capabilities, we reserve the right to amend these Terms or the applicable Fees and obtain your consent to such amendments. If you do not agree to the amendments in their entirety, we reserve the right to terminate these Terms at the end of the subscription cycle pursuant to subsections 9.1 and 9.3 below.

1. Restrictions.

1. Except as relevant law may otherwise require to be permitted, you may not modify, make derivative works of, disassemble, de-compile or reverse engineer any part of the Service, or otherwise attempt to discover its underlying code, structure, implementation or algorithms.
2. You may not use the Service in order to develop, or create, or permit others to develop or create, a product or service similar or competitive to the Service.
3. Except for your Data, you may not offer the Service to third parties, including by reselling, licensing, renting, leasing, transferring, lending, timesharing, assigning or redistributing the Service or any part thereof.
4. You may not perform or attempt to perform any of the following in connection with the Service:
 1. Breaching the security of the Service, identifying, probing or scanning any security vulnerabilities in the Service,
 2. Accessing data not intended for you, or accessing an account you are not authorized to access;
 3. Interfering with, circumventing, manipulating, overloading, impairing or disrupting the operation, or the functionality of the Service;
 4. Working around any technical limitations in the Service;
 5. Using any tool to enable features or functionalities that are otherwise disabled, inaccessible or undocumented in the Service;
 6. Collecting or processing information or data about the Service's subscribers; or
 7. Sending any virus, worm, Trojan horse or other malicious or harmful code or attachment.

8. Using robots, crawlers and similar applications to scrape, harvest, collect or compile content from or through the Service.
1. YOU MAY NOT USE THE SERVICE FOR ANY ACTIVITY THAT CONSTITUTES, OR ENCOURAGES CONDUCT THAT WOULD CONSTITUTE, A CRIMINAL OFFENSE, GIVE RISE TO CIVIL LIABILITY OR OTHERWISE VIOLATE ANY APPLICABLE LAW.
2. WE MAY EMPLOY MEASURES TO DETECT AND PREVENT FRAUDULENT OR ABUSIVE USE OF THE SERVICE, AS WELL AS MISUSE OF THE SERVICE. WE MAY SUSPEND OR TERMINATE YOUR ACCOUNT ON AND ACCESS TO THE SERVICE, WITHOUT PRIOR NOTICE, IF WE, IN OUR SOLE DISCRETION, BELIEVE THAT YOU HAVE ENGAGED IN FRAUDULENT OR ABUSIVE USE, OR MISUSE, OF THE SERVICE.

1. Term and Termination

1. These Terms commence when you apply to register to the Service, and terminate upon the termination, cancellation or expiration of your subscription to the Service.
2. Upon the end of each subscription cycle, your subscription will be automatically renewed for successive subscription cycles, unless you notify us, by email to cancel@rookout.com, at least 14 days before the end of the subscription cycle, that you wish to terminate your subscription. Your account and subscription will then be terminated upon the end of that subscription cycle.
3. In addition, we may terminate your account on, and subscription to, the Service, upon the end of any then-current subscription cycle, by providing you a prior notice of termination by email (to the email you provided

upon registration) at least 14 days before the end of the subscription cycle.

4. In addition to the foregoing, either party may terminate these Terms:

1. In the event of a breach of these Terms by the other party, where the breach remains uncured for fifteen (15) days following written notice thereof from the non-breaching party to the breaching party, but if a breach is of a nature that cannot be cured, then the non-breaching party may terminate the terms immediately upon notice to the other party;
2. If the terminating party is required to do so by law;
3. If the other party becomes or is declared insolvent or bankrupt, is the subject of any proceeding related to its liquidation or insolvency (whether voluntary or involuntary) which proceedings are not dismissed within sixty (60) days of their commencement, makes an assignment for the benefit of creditors, or takes or is subject to any such other comparable action in any relevant jurisdiction.

1. Immediately upon termination of these Terms:

1. We may terminate your account on the Service and delete your Data (if stored) in our systems;
2. You must cease any and all use of the Service and Rookout Software;
3. Permanently uninstall the Rookout Software from all computers and other devices in its possession or control;
4. We will charge you for all then-outstanding Fees (if any) incurred in your final subscription cycle;

1. Sections in these Terms that by their purpose of nature should survive termination of these Term, will so survive.

1. Service quality; Service modifications; Disclaimer of Warranty and Limitation of Liability

1. We will endeavor to have the Service operate properly. However, as a service that relies on back-end software, your applications, infrastructure, servers, third-party networks and continuous internet connectivity, we do not guarantee that the Service will operate in an uninterrupted or error-free manner, or that it will always be available, free from errors, omissions or malfunctions.
2. If we receive notice of any failure or malfunction, or if we become aware of them by ourselves, we will attempt to regain the Service's availability as soon as practicable. However, such incidents will not be considered a breach of these Terms.
3. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT IN THE EVENT OF INTENTIONAL MISCONDUCT, BREACH OF CONFIDENTIALITY OBLIGATIONS, YOUR INDEMNITY OBLIGATIONS HEREIN OR INFRINGEMENT OF OUR INTELLECTUAL PROPERTY RIGHTS, NEITHER YOU OR ROOKOUT, INCLUDING THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, SHAREHOLDERS, ADVISORS, AND ANYONE ACTING ON THEIR BEHALF, WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, STATUTORY OR PUNITIVE DAMAGES, LOSSES (INCLUDING LOSS OF PROFIT, LOSS OF BUSINESS OR BUSINESS OPPORTUNITIES AND LOSS OF DATA), COSTS, EXPENSES AND PAYMENTS, EITHER IN TORT, CONTRACT, OR IN ANY OTHER FORM OR THEORY OF LIABILITY (INCLUDING NEGLIGENCE), ARISING FROM, OR IN CONNECTION, WITH THESE TERMS, ANY USE OF, OR THE INABILITY TO USE THE SERVICE, THE CLIENT DATA OR THE OUTPUT DATA, ANY

RELIANCE UPON THE OUTPUT DATA OR ANY ERROR, INCOMPLETENESS, INCORRECTNESS OR INACCURACY OF THE SERVICE OR THE OUTPUT DATA.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT IN THE EVENT OF INTENTIONAL MISCONDUCT, BREACH OF CONFIDENTIALITY OBLIGATIONS, INFRINGEMENT OF OUR INTELLECTUAL PROPERTY RIGHTS, YOUR INDEMNITY OBLIGATIONS HEREIN OR LIABILITY ARISING FROM FAILURE TO PAY THE FEES DUE, THE TOTAL AND AGGREGATE LIABILITY EACH PARTY (INCLUDING THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, SHAREHOLDERS, ADVISORS, AND ANYONE ACTING ON THEIR BEHALF), FOR DAMAGES ARISING OUR OF OR RELATED TO THESE TERMS, THE SERVICE OR THE OUTPUT DATA, SHALL BE LIMITED TO TWO TIMES THE FEES PAYABLE TO US FOR THE SUBSCRIPTION CYCLE IN WHICH THE EVENT PURPORTEDLY GIVING RISE TO THE CLAIM OCCURRED.

4. ALTHOUGH WE USE SKILL AND EFFORTS TO DEVELOP THE SERVICE AND HAVE THE SERVICE PROVIDE ACCURATE, RELIABLE, EFFECTIVE AND ACTIONABLE OUTPUT DATA, WE DO NOT GUARANTEE, MAKE NO REPRESENTATION, AND PROVIDE NO WARRANTY ABOUT THE RELIABILITY, EFFECTIVENESS, ACCURACY OR COMPLETENESS OF THE SERVICE OR OUTPUT DATA, THE EXPECTED BUSINESS OR CROP RESULTS, OUTCOME OR YIELDS OR ANY OTHER OPERATIONAL BENEFITS FROM UTILIZING THE SERVICE.
5. THE SERVICE IS PROVIDED TO YOU "AS IS". WE DISCLAIM ALL WARRANTIES AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, THE CLIENT DATA

AND THE OUTPUT DATA, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, NON-INFRINGEMENT, TITLE, SECURITY, COMPATIBILITY OR PERFORMANCE.

1. Intellectual Property.

1. The Service is a proprietary offering of Rookout, protected under copyright laws and international copyright treaties, patent law, trade secret law and other intellectual property rights of general applicability. The Service is made available for use and access and is not sold or licensed.
2. Except for your limited access to use the Service and the Output Data according to these Terms, these Terms do not grant you or assign to you, any license, right, title, or interest in or to the Service, Service Data and Feedbacks or the intellectual property rights associated with it. All rights, title and interest, including copyrights, patents, trademarks, trade names, trade secrets and other intellectual property rights, and any goodwill associated therewith, in and to the Service or any part thereof, including computer code, graphic design, layout and the user interfaces of the Service, whether or not based on or resulting from Feedback, but excluding your Data, are and will remain at all times, owned by, or licensed, to us.
3. Unless you notify us otherwise in writing, and notwithstanding anything to the contrary herein, we may identify you as a customer and indicate you as a customer and user of the Service, on our website and in other online or offline marketing materials and press releases. We acknowledge that your company name and logo are protected by intellectual property rights. You grant us a worldwide, non-exclusive, non-transferable, royalty-free and free of charge, license, to use your

name, logo, and website URL, on our website and in other online or offline marketing materials relating to the Service. We will use this content strictly in accordance with any usage guidelines you informed us in advance.

1. Indemnity.

1. You agree to indemnify and hold harmless us and our directors, officers, employees, and subcontractors, upon our request and at your own expense, from, and against, any damages, loss, costs, expenses and payments, including reasonable attorney's fees and legal expenses, arising from any third-party complaint, claim, plea, or demand in connection with your breach of any provision or representation in these Terms.
2. If we seek indemnification from you, we will provide you with (i) prompt written notice of any indemnifiable claim; (ii) all reasonable assistance and cooperation in the defense of such indemnifiable claim and any related settlement negotiations, at your expense; and (iii) exclusive control over the defense or settlement of such indemnifiable claim, provided, however, that we may settle or reach compromise on any such claim without your consent, if and to the extent such settlement or compromise does not impose any liability (monetary, criminal or otherwise) on you. We will have the right to participate, our own expense, in the defense (and related settlement negotiations) of any indemnifiable claim with counsel of our own selection.

1. Governing Law and Venue.

1. Regardless of your jurisdiction of incorporation, the jurisdiction where you engage in business, where you access the Service from, these Terms and your use of the Service will be exclusively governed by and

construed in accordance with the laws of the State of Israel, excluding any otherwise applicable rules of conflict of laws, which would result in the application of the laws of a jurisdiction other than Israel.

2. Any dispute, controversy or claim which may arise out of or in connection with these Terms or the Service, shall be submitted to the sole and exclusive jurisdiction of the competent courts in the Tel Aviv district in Israel. Subject to the following sentence, you and us, each hereby expressly consent to the exclusive personal jurisdiction and venue of such courts, and waive any objections related thereto including objections on the grounds of improper venue, lack of personal jurisdiction or *forum non conveniens*.
3. Notwithstanding the foregoing, we may also lodge a claim against you:
(a) pursuant to the indemnity clause above, in any court adjudicating a third party claim against us; and (b) for interim, emergency or injunctive relief in any other court having general jurisdiction over you.
1. **Assignment.** You may not assign these Terms without our prior written consent, which we shall not unreasonably withhold or deny. Any purported assignment without our prior written consent is void. To the greatest extent permissible by law, we may assign these Terms in their entirety, including all right, duties, liabilities, performances and obligations herein, upon notice to you and without obtaining your further specific consent, to a third-party, upon a merger, acquisition, change of control or the sale of all or substantially all of our equity or assets. By virtue of such assignment, the assignee assumes our stead, including all right, duties, liabilities, performances and obligations hereunder, and we are released therefrom.

2. **Relationship of the parties.** The relationship between the parties hereto is strictly that of independent contractors, and neither party is an agent, partner, joint venturer or employee of the other.
3. **Subcontracting.** We may subcontract or delegate the performance of our obligations under these Terms, or the provision of the Service (or any part thereof), to any third party of our choosing, provided however, that we remain liable to you for the performance of our obligations under these Terms. You acknowledge and agrees that the technical means by which we provide the Service is at our sole discretion.
4. **Complete Terms and Severability.** These Terms constitute the entire and complete agreement between you and us concerning the subject matter herein. These Terms supersede all prior oral or written statements, understandings, negotiations and representations with respect to the subject matter herein. If any provision of these Terms is held invalid or unenforceable, that provision shall be construed in a manner consistent with the applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining provisions will remain in full force and effect. These Terms may be modified or amended only in writing, signed by the duly authorized representatives of both parties.
5. **No waiver.** Neither party will, by mere lapse of time, without giving express notice thereof, be deemed to have waived any breach, by the other party, of any terms or provisions of these Terms. The waiver, by either party, of any such breach, will not be construed as a waiver of subsequent breaches or as a continuing waiver of such breach.

This Software-as-a-Service Agreement (the “**Terms**”) apply to and govern the use of the Rookout proprietary application management software that helps organizations collect, manage, debug and enhance the performance of application in production environment (the “**Service**”).

Key Points

The following key points of these Terms are brought for your convenience only. They do not substitute the full Terms.

1. Your relationship with us.

These Terms are a binding agreement between the individual or entity identified during registration to the Service. You must ensure that your employees, consultants and agents that you designate to use and deal with the Service for your benefit fully comply with these Terms.

2. Use and License.

Subject to these Terms, the completion of your registration and your payment of the applicable fees, you may, during the Term, access and use the Service strictly for your internal business purposes. To this end, we grant you a limited license to install Rookout Software, as further provided herein.

3. Data.

You are responsible to thoroughly review the Service’s output data frequently, check for any alerts or warnings issued by the Service, address the findings specified in the Output Data and determine what

actions are appropriate in light thereof. We are not responsible or liable for your reliance upon, or use of, the Output Data, your actions in connection with the Output Data, or any consequences resulting therefrom. We will process, handle and use your Service Data and Feedback as explained in section 6.3 below and will take precautions to maintain the confidentiality of your data.

4. Fees.

You will pay us, as of your registration to the Service, the monthly subscription fees, in accordance with the packages, schemes, amounts and subscription cycle presented to you upon registration.

5. Restrictions.

You may not use the Service in any of the objectionable manners explained in section 8 below.

6. Term.

Upon the end of each subscription cycle, your subscription will be automatically renewed for successive subscription cycles, unless you notify us by email at least 14 days before the end of the subscription cycle, that you wish to terminate your subscription. We may also terminate your subscription by proving you a prior notice of termination by email at least 14 days before the end of the subscription cycle.

7. Intellectual property.

All legal rights in the Service, including all intellectual property rights, are ours. Obviously, we don't own the Output Data and any other data originates from your systems and applications.

8. Disclaimer of warranty.

The Service is provided for use "as is". We disclaim all warranties and representations with respect to the Service and the Output Data.

9. Limitation of liability.

Both your own and our liabilities are limited as set out in section 10 below.

10. Indemnity.

You agree to indemnify us in case of a third-party complaint, claim, plea, or demand in connection with your breach of any provision or representation in these Terms.

11. Law & jurisdiction.

Use of the Service is governed by the laws of the State of Israel and most disputes will be adjudicated in courts in Tel Aviv Israel.

Terms of Service

1. Your relationship with us

These Terms are a binding agreement between the individual or entity identified during registration to or the purchase order for the Service (“you” or “your”), and the Rookout entity identified in Section 13 below (“we”, “us”, “our”, “Rookout” or the “Company”). In case of an entity, the individual signing-up to the Service for the entity confirms that they have the proper authority to legally bind the entity to these Terms. They also confirm they agree, on behalf of that entity, to be contractually bound by these Terms. In the event that the parties hereto have already entered into certain services agreement which governs the use of the Service, the terms and conditions of that certain services agreement will prevail, unless otherwise agreed by the parties in writing.

2. Definitions.

* “Rookout Software” means the Company’s proprietary software code to be installed on servers that you lawfully own or control for the purpose

of collecting and processing the Data, producing the Output Data and providing the Service.

* “Data” mean Client Data and Output Data, collectively.

* “Feedback” means information or content concerning enhancements, changes or additions to the Service that you request, desire or suggest.

* “Fees” means the applicable service fees, as set forth in section 7.

* “Output Data” means the various reports, alerts, analytics, recommendations, notices, and other types of information and data that the Service may generate, provide or make available to you, whether through the Service’s web-based interface, an output file, or otherwise.

* “Client Data” means software code, logs, application performance information and any other types of information that originate from your applications or production environment.

* “Service Data” means the data we collect and process in the course of providing the Service, about the use of the Service, including de-identified data, bandwidth utilization, and statistical or aggregated information about the use of the Service and all pertinent information at your disposal concerning bugs, errors and malfunctions in the Software, performance of the Software, its compatibility and interoperability.

* “Term” means the period of these Terms as specified in section 9 below.

3. Interpretation. As used herein, the term “including”, means including, but not limited to, and without limitation, to the generality of the preceding phrase.

4. License and Use.

* Subject to these Terms and your payment of the applicable Fees, you may, during the Term, access and use the Service, strictly for your ability to monitor and debug your production environment. Without derogating from the foregoing, Rookout hereby grants you a limited, non-exclusive, non-transferable, and non-sublicense-able license, to use the Rookout Software during the Term, within your internal DevOps activities.

* You must ensure that your employees, consultants and agents that you designate to use and deal with the Service for your benefit fully comply with these Terms. You are liable to us for all acts or omissions of those that use and deal with the Service for your benefit, as though you yourself had performed those acts or omissions.

5. Registration and user account.

* You must be registered in order to use the Service. In order to apply for registration, you must complete our online application form in which we will indicate the mandatory fields for completion. If you do not provide the required information in these fields, you will not be able to register. You must provide true, accurate and complete information.

* If you choose to register with an online account (such as your Gmail, BitBucket or GitHub account), you give us access to retrieve your profile information on the respective website. The particular categories of information we retrieve from your online accounts are the scope of information that the respective online website makes available to us by default, according to your privacy settings. The information we collect in this manner includes all categories of personal information that will be requested from you during the registration process, such as .your full name, email address and other profile information, .

* If you choose to register with email address, login to the Service will be authenticated with a password, which you should periodically change. You must maintain the confidentiality of your account login details.

6. Data.

* You are solely and exclusively responsible: (i) for all actions you take in response to the Output Data; (ii) to thoroughly review the Output Data frequently, check for any alerts or warnings issued by the Service, address the findings specified in the Output Data and determine what actions are appropriate in light thereof; and (iii) to carry out such actions as you deem appropriate as a result of the Output Data.

* We are not responsible or liable for your Data or your reliance upon and use of the Output Data, your actions in connection with the Output Data, or any consequences resulting therefrom.

* You acknowledge and agree that we may process your Data on your behalf in order to provide you with the Service. You further acknowledge and agree that we will handle and use (by ourselves or using trusted third-party service providers such as cloud service providers) the Service Data and Feedback as follows:

1. To provide the Service to you, conduct administrative and technical activities necessary to maintain and provide the Service and to improve and customize the Service;
2. To conduct analysis or generate metrics related to the Software;
3. For commercial and marketing purposes, publication of case studies and white papers
4. To bill and collect Fees, enforce these Terms and take any action in any case of dispute, or legal proceeding of any kind involving you with respect to the Service;

5. To prevent fraud, misappropriation, infringements, and other illegal activities and misuse of the Service;

6. To provide the Service to you and other customers, to enhance the Service, to develop new products and services, for research and testing and for any other purpose we determine. You will not be entitled to any remuneration from us, for our use of such Feedback and Service Data; and

* We may disclose or share your Data, if we are required, or reasonably believe we are required, by law, pursuant to a subpoena, order, or decree, issued by a competent judicial or administrative authority, provided that, to the extent legally permitted, we will endeavor to give you prompt notice of the requirement prior to such disclosure, to allow you, at your cost and expense, to intervene and protect its interests in your Data.

* Subject to the foregoing, we will take precautions to maintain the confidentiality of your Data, in a manner no less protective than we use to protect our own similar assets, but in no event less than reasonable care. We will not use or disclose your Data except as described above or otherwise subject to your express, prior, written permission. Our personnel, staff, advisors and consultants will access your Data on a strict 'need to know' basis, subject to these Terms.

* We may delete your Data from the Service, upon termination of these Terms. You are responsible for maintaining back-up copies of your Data. The Service does not provide, and is not intended as, data back-up service.

* We may store and process any personal data (that is available to us) outside of the European Economic Area and outside your home country.

* You will not be entitled to receive any remuneration from us for any use, utilization, publication or examination of such Service Data and Feedback, provided that in the event of publications, the data we publish does not identify you specifically.

* To the extent that your Data (other than Output Data) is subject to legal protection (such as trade secrets or privacy), then you are responsible to, and shall, obtain and maintain valid consents and permissions, as may be necessary under applicable law, in order to allow us to lawfully collect, handle, retain, process and use the your Data in the manners and for the purposes set forth in these Terms.

7. Fees.

* In consideration of the provision of the Service to you, you will pay us, as of your registration to the Service, the periodic subscription Fees, in accordance with the packages, schemes, amounts and subscription cycle presented to you upon registration.

* Changes you make in your subscription package, scheme or amount will take effect in the subsequent subscription cycle, unless otherwise stated by us.

* All Fees are quoted in US Dollars, unless expressly stated otherwise. Fees are payable by third-party payment processing provider. We may, from time to time, and without specific notice to you, add additional payment methods to the then-current payment methods, or cease to use previously supported payment methods. We may require additional information from you before completing payment transactions.

* You must keep the billing information you provided to us upon registration current, complete, and accurate, and notify us promptly in case of any change in your billing information.

* We will charge you for the applicable subscription Fees at the beginning of each subscription cycle. By registering to the Service, you give your consent to purchasing a subscription to the Service, in accordance with the schemes, amounts and subscription cycle presented to you upon registration, and to being billed for the applicable Fees, in addition to any applicable taxes (such as sales tax, value added tax), and any surcharges or commissions charged by the payment processor or your selected payment method.

* All your payment obligations are non-cancelable and all amounts paid in connection with the Service are non-refundable. If you terminate your account and subscription, you are not entitled to any refund (pro-rata or otherwise), for any Fees you have paid for the terminated subscription during that subscription cycle. You are responsible for paying all Fees applicable to your subscription to the Service, whether or not you actively used, accessed or otherwise benefited from the Service.

* Payment methods are processed and handled through relevant third party payment processors. Payment methods are therefore subject not only to these Terms, but also the terms and conditions of these third parties pursuant to your contractual relations with them. You acknowledge that the third parties processing any of the payment methods may charge you commission on their end of the transaction. We are not responsible for such commission, which is strictly within your contractual relations with the relevant payment processor.

* Fees that we are unable to charge through the payment method you provided is deemed an overdue Fee. Failure to settle any overdue Fee within twenty (20) calendar days of its original due date will constitute a material breach of these Terms. Without derogating from any other rights and remedies available to us under applicable law, overdue Fees will

accrue interest at the rate of three-quarters of one percent (0.75%) per month or part thereof, cumulative monthly on the linked capital from the due date until the date of actual payment. You will reimburse us for all legal costs and attorney fees we incur in the course of collecting your overdue Fees.

* We may modify, adapt, improve, or enhance the Service, or any of its features, user interface, design or any other aspect related to it, without being obligated to provide you notice thereof. If we enhance the Service to include new or additional features or capabilities, we reserve the right to amend these Terms or the applicable Fees and obtain your consent to such amendments. If you do not agree to the amendments in their entirety, we reserve the right to terminate these Terms at the end of the subscription cycle pursuant to subsections 9.1 and 9.3 below.

8. Restrictions.

* Except as relevant law may otherwise require to be permitted, you may not modify, make derivative works of, disassemble, de-compile or reverse engineer any part of the Service, or otherwise attempt to discover its underlying code, structure, implementation or algorithms.

* You may not use the Service in order to develop, or create, or permit others to develop or create, a product or service similar or competitive to the Service.

* Except for your Data, you may not offer the Service to third parties, including by reselling, licensing, renting, leasing, transferring, lending, timesharing, assigning or redistributing the Service or any part thereof.

* You may not perform or attempt to perform any of the following in connection with the Service:

1. Breaching the security of the Service, identifying, probing or scanning any security vulnerabilities in the Service,
2. Accessing data not intended for you, or accessing an account you are not authorized to access;
3. Interfering with, circumventing, manipulating, overloading, impairing or disrupting the operation, or the functionality of the Service;
4. Working around any technical limitations in the Service;
5. Using any tool to enable features or functionalities that are otherwise disabled, inaccessible or undocumented in the Service;
6. Collecting or processing information or data about the Service's subscribers; or
7. Sending any virus, worm, Trojan horse or other malicious or harmful code or attachment.
8. Using robots, crawlers and similar applications to scrape, harvest, collect or compile content from or through the Service.

* YOU MAY NOT USE THE SERVICE FOR ANY ACTIVITY THAT CONSTITUTES, OR ENCOURAGES CONDUCT THAT WOULD CONSTITUTE, A CRIMINAL OFFENSE, GIVE RISE TO CIVIL LIABILITY OR OTHERWISE VIOLATE ANY APPLICABLE LAW.

* WE MAY EMPLOY MEASURES TO DETECT AND PREVENT FRAUDULENT OR ABUSIVE USE OF THE SERVICE, AS WELL AS MISUSE OF THE SERVICE. WE MAY SUSPEND OR TERMINATE YOUR ACCOUNT ON AND ACCESS TO THE SERVICE, WITHOUT PRIOR NOTICE, IF WE, IN OUR SOLE DISCRETION, BELIEVE THAT YOU HAVE ENGAGED IN FRAUDULENT OR ABUSIVE USE, OR MISUSE, OF THE SERVICE.

9. Term and Termination

* These Terms commence when you apply to register to the Service, and terminate upon the termination, cancellation or expiration of your subscription to the Service.

* Upon the end of each subscription cycle, your subscription will be automatically renewed for successive subscription cycles, unless you notify us, by email to cancel@rookout.com, at least 14 days before the end of the subscription cycle, that you wish to terminate your subscription. Your account and subscription will then be terminated upon the end of that subscription cycle.

* In addition, we may terminate your account on, and subscription to, the Service, upon the end of any then-current subscription cycle, by providing you a prior notice of termination by email (to the email you provided upon registration) at least 14 days before the end of the subscription cycle.

* In addition to the foregoing, either party may terminate these Terms:

1. In the event of a breach of these Terms by the other party, where the breach remains uncured for fifteen (15) days following written notice thereof from the non-breaching party to the breaching party, but if a breach is of a nature that cannot be cured, then the non-breaching party may terminate the terms immediately upon notice to the other party;

2. If the terminating party is required to do so by law;

3. If the other party becomes or is declared insolvent or bankrupt, is the subject of any proceeding related to its liquidation or insolvency (whether voluntary or involuntary) which proceedings are not dismissed within sixty (60) days of their commencement, makes an assignment for the benefit

of creditors, or takes or is subject to any such other comparable action in any relevant jurisdiction.

* Immediately upon termination of these Terms:

1. We may terminate your account on the Service and delete your Data (if stored) in our systems;

2. You must cease any and all use of the Service and Rookout Software;

3. Permanently uninstall the Rookout Software from all computers and other devices in its possession or control;

4. We will charge you for all then-outstanding Fees (if any) incurred in your final subscription cycle;

* Sections in these Terms that by their purpose of nature should survive termination of these Term, will so survive.

10. Service quality; Service modifications; Disclaimer of Warranty and Limitation of Liability

* We will endeavor to have the Service operate properly. However, as a service that relies on back-end software, your applications, infrastructure, servers, third-party networks and continuous internet connectivity, we do not guarantee that the Service will operate in an uninterrupted or error-free manner, or that it will always be available, free from errors, omissions or malfunctions.

* If we receive notice of any failure or malfunction, or if we become aware of them by ourselves, we will attempt to regain the Service's availability as soon as practicable. However, such incidents will not be considered a breach of these Terms.

* TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT IN THE EVENT OF INTENTIONAL MISCONDUCT, BREACH OF CONFIDENTIALITY OBLIGATIONS, YOUR INDEMNITY OBLIGATIONS HEREIN OR INFRINGEMENT OF OUR INTELLECTUAL PROPERTY RIGHTS, NEITHER YOU OR ROOKOUT, INCLUDING THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, SHAREHOLDERS, ADVISORS, AND ANYONE ACTING ON THEIR BEHALF, WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, STATUTORY OR PUNITIVE DAMAGES, LOSSES (INCLUDING LOSS OF PROFIT, LOSS OF BUSINESS OR BUSINESS OPPORTUNITIES AND LOSS OF DATA), COSTS, EXPENSES AND PAYMENTS, EITHER IN TORT, CONTRACT, OR IN ANY OTHER FORM OR THEORY OF LIABILITY (INCLUDING NEGLIGENCE), ARISING FROM, OR IN CONNECTION, WITH THESE TERMS, ANY USE OF, OR THE INABILITY TO USE THE SERVICE, THE CLIENT DATA OR THE OUTPUT DATA, ANY RELIANCE UPON THE OUTPUT DATA OR ANY ERROR, INCOMPLETENESS, INCORRECTNESS OR INACCURACY OF THE SERVICE OR THE OUTPUT DATA.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT IN THE EVENT OF INTENTIONAL MISCONDUCT, BREACH OF CONFIDENTIALITY OBLIGATIONS, INFRINGEMENT OF OUR INTELLECTUAL PROPERTY RIGHTS, YOUR INDEMNITY OBLIGATIONS HEREIN OR LIABILITY ARISING FROM FAILURE TO PAY THE FEES DUE, THE TOTAL AND AGGREGATE LIABILITY EACH PARTY (INCLUDING THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, SHAREHOLDERS, ADVISORS, AND ANYONE ACTING ON THEIR BEHALF), FOR DAMAGES ARISING OUR OF OR RELATED TO THESE TERMS, THE SERVICE OR THE OUTPUT DATA, SHALL BE

LIMITED TO TWO TIMES THE FEES PAYABLE TO US FOR THE SUBSCRIPTION CYCLE IN WHICH THE EVENT PURPORTEDLY GIVING RISE TO THE CLAIM OCCURRED.

* ALTHOUGH WE USE SKILL AND EFFORTS TO DEVELOP THE SERVICE AND HAVE THE SERVICE PROVIDE ACCURATE, RELIABLE, EFFECTIVE AND ACTIONABLE OUTPUT DATA, WE DO NOT GUARANTEE, MAKE NO REPRESENTATION, AND PROVIDE NO WARRANTY ABOUT THE RELIABILITY, EFFECTIVENESS, ACCURACY OR COMPLETENESS OF THE SERVICE OR OUTPUT DATA, THE EXPECTED BUSINESS OR CROP RESULTS, OUTCOME OR YIELDS OR ANY OTHER OPERATIONAL BENEFITS FROM UTILIZING THE SERVICE.

* THE SERVICE IS PROVIDED TO YOU "AS IS". WE DISCLAIM ALL WARRANTIES AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, THE CLIENT DATA AND THE OUTPUT DATA, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, NON-INFRINGEMENT, TITLE, SECURITY, COMPATIBILITY OR PERFORMANCE.

11. Intellectual Property:

1. The Service is a proprietary offering of Rookout, protected under copyright laws and international copyright treaties, patent law, trade secret law and other intellectual property rights of general applicability. The Service is made available for use and access and is not sold or licensed.

2. Except for your limited access to use the Service and the Output Data according to these Terms, these Terms do not grant you or assign to you, any license, right, title, or interest in or to the Service, Service

Data and Feedbacks or the intellectual property rights associated with it. All rights, title and interest, including copyrights, patents, trademarks, trade names, trade secrets and other intellectual property rights, and any goodwill associated therewith, in and to the Service or any part thereof, including computer code, graphic design, layout and the user interfaces of the Service, whether or not based on or resulting from Feedback, but excluding your Data, are and will remain at all times, owned by, or licensed, to us.

3. Unless you notify us otherwise in writing, and notwithstanding anything to the contrary herein, we may identify you as a customer and indicate you as a customer and user of the Service, on our website and in other online or offline marketing materials and press releases. We acknowledge that your company name and logo are protected by intellectual property rights. You grant us a worldwide, non-exclusive, non-transferable, royalty-free and free of charge, license, to use your name, logo, and website URL, on our website and in other online or offline marketing materials relating to the Service. We will use this content strictly in accordance with any usage guidelines you informed us in advance.

12. Indemnity.

1. You agree to indemnify and hold harmless us and our directors, officers, employees, and subcontractors, upon our request and at your own expense, from, and against, any damages, loss, costs, expenses and payments, including reasonable attorney's fees and legal expenses, arising from any third-party complaint, claim, plea, or demand in connection with your breach of any provision or representation in these Terms.

2. If we seek indemnification from you, we will provide you with (i) prompt written notice of any indemnifiable claim; (ii) all reasonable assistance and cooperation in the defense of such indemnifiable claim and any related settlement negotiations, at your expense; and (iii) exclusive control over the defense or settlement of such indemnifiable claim, provided, however, that we may settle or reach compromise on any such claim without your consent, if and to the extent such settlement or compromise does not impose any liability (monetary, criminal or otherwise) on you. We will have the right to participate, our own expense, in the defense (and related settlement negotiations) of any indemnifiable claim with counsel of our own selection.

13. Contracting Entity; Governing Law and Venue.

1. If you are established or located in the United States of America, then the following apply:

1. These Terms are concluded between you and Rookout, Inc., a Delaware Corporation.

2. Regardless of your jurisdiction of incorporation, the jurisdiction where you engage in business, where you access the Service from, these Terms and your use of the Service will be exclusively governed by and construed in accordance with the laws of the State of New York, excluding any otherwise applicable rules of conflict of laws, which would result in the application of the laws of a jurisdiction other than Israel.

3. Any dispute, controversy or claim which may arise out of or in connection with these Terms or the Service, shall be submitted to the sole and exclusive jurisdiction of the state and federal courts in New York County, New York and the U.S. District Court for the Southern District of New York. Subject to Section 13.3 below, you and us, each hereby expressly consent to the exclusive personal jurisdiction and venue of

such courts, and waive any objections related thereto including objections on the grounds of improper venue, lack of personal jurisdiction or forum non-conveniens.

2. If you are established or located elsewhere than the United States of America, then the following apply:

1. These Terms are concluded between you and Rookout Ltd., an Israeli company.

2. Regardless of your jurisdiction of incorporation, the jurisdiction where you engage in business, where you access the Service from, these Terms and your use of the Service will be exclusively governed by and construed in accordance with the laws of the State of Israel, excluding any otherwise applicable rules of conflict of laws, which would result in the application of the laws of a jurisdiction other than Israel.

3. Any dispute, controversy or claim which may arise out of or in connection with these Terms or the Service, shall be submitted to the sole and exclusive jurisdiction of the competent courts in the Tel Aviv district in Israel. Subject to Section 13.3 below, you and us, each hereby expressly consent to the exclusive personal jurisdiction and venue of such courts, and waive any objections related thereto including objections on the grounds of improper venue, lack of personal jurisdiction or forum non-conveniens.

3. Notwithstanding the foregoing, we may also lodge a claim against you: (a) pursuant to the indemnity clause above, in any court adjudicating a third party claim against us; and (b) for interim, emergency or injunctive relief in any other court having general jurisdiction over you.

14.

15. Assignment. You may not assign these Terms without our prior written consent, which we shall not unreasonably withhold or deny. Any purported assignment without our prior written consent is void. To the greatest extent permissible by law, we may assign these Terms in their entirety, including all right, duties, liabilities, performances and obligations herein, upon notice to you and without obtaining your further specific consent, to a third-party, upon a merger, acquisition, change of control or the sale of all or substantially all of our equity or assets. By virtue of such assignment, the assignee assumes our stead, including all right, duties, liabilities, performances and obligations hereunder, and we are released therefrom.

16. Relationship of the parties. The relationship between the parties hereto is strictly that of independent contractors, and neither party is an agent, partner, joint venturer or employee of the other.

17. Subcontracting. We may subcontract or delegate the performance of our obligations under these Terms, or the provision of the Service (or any part thereof), to any third party of our choosing, provided however, that we remain liable to you for the performance of our obligations under these Terms. You acknowledge and agrees that the technical means by which we provide the Service is at our sole discretion.

18. Complete Terms and Severability. These Terms constitute the entire and complete agreement between you and us concerning the subject matter herein. These Terms supersede all prior oral or written statements, understandings, negotiations and representations with respect to the subject matter herein. If any provision of these Terms is held invalid or unenforceable, that provision shall be construed in a manner consistent with the applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining

provisions will remain in full force and effect. These Terms may be modified or amended only in writing, signed by the duly authorized representatives of both parties.

19. No waiver. Neither party will, by mere lapse of time, without giving express notice thereof, be deemed to have waived any breach, by the other party, of any terms or provisions of these Terms. The waiver, by either party, of any such breach, will not be construed as a waiver of subsequent breaches or as a continuing waiver of such breach.