

Halo

End User Service Agreement

End User Service Agreement.

This end user subscription agreement (“agreement”) is a legal agreement between the person, company, or organization that has ordered the services (“You” or “customer”) and Halo Service Solutions Ltd and its affiliates (“Halo Service Solutions Ltd”). Please read the terms and conditions of this agreement carefully before accessing or using the services. By using the services, you are accepting and agreeing to become bound by the terms of this agreement. Unless expressly specified otherwise by an executed written agreement by and between You and Halo Service Solutions Ltd, this agreement represents the entire agreement concerning the services between You and Halo Service Solutions Ltd.

1. DEFINITIONS and ROLES. For purposes of this Agreement, the following definitions shall apply:

a) “Affiliate” shall mean any entity that directly or indirectly controls, is controlled by, or is under common control by Halo Service Solutions Ltd.

b) “Reseller(s)” is acknowledged as the entity responsible for managing pricing, invoicing, and financial transactions. Halo Service Solutions Ltd remains responsible for the functionality, support, and updates of the software platform.

c) “Services” shall mean the web-based automated software as a service platform consists of a few features, tools and services, as detailed in the Order Form, to which You are granted with access by Halo Service Solutions Ltd under this Agreement, including any Updates thereto and Support Services.

d) “Documentation” Shall mean the user manual of the Services, the Support Services Policy (as defined herein) as well as any other materials and documentation provided by Halo Service Solutions Ltd as part of the services, as may be made available by Halo Service Solutions Ltd, at its sole discretion, and as may be amended by Halo Service Solutions Ltd, from time to time, at its sole discretion.

e) “User(s)” shall mean those individuals authorized by You or on Your behalf to use the Services up to the number allowed under the Order Form.

f) “Order” shall mean a purchase order or mutually agreed-upon document between You and the reseller for the subscription of services provided by Halo Service Solutions Ltd.

g) “Your Data” refers to the data provided by You that resides in Your Services environment, including, without limitation, Third Party Content (as defined herein), files, materials, data, text, audio, video, images or other content and information submitted by You and others to the Services.

h) “Software” means all software in object code form, licensed to You by Halo Service Solutions Ltd in accordance with the terms and subject to the conditions of a separate Agreement.

i) “Support Services” shall mean, collectively the following services that may be provided by Halo Service Solutions Ltd to its customers, at its sole discretion: (i) the support for the correction of errors in the Services; and (ii) provision of Updates to the Services. Support Services are purchased and provided as a single service and cannot be purchased or provided independent of each other. (the “Support Services Policy”).

j) “Update(s)” shall mean modifications, corrections, updates and enhancements to the Services, in its sole discretion, makes generally available as part of its Support Services, from time to time, including those intended to correct an error in the Services, and that may or may not include additional features, level of performance and/or functionality for the Services.

ROLES:

k) Reseller: Responsible for managing pricing, invoicing, and all financial transactions related to the Services. The Reseller also provides first-line support for non-technical issues related to subscriptions and billing.

l) Halo Service Solutions Ltd.: Responsible for the provision of the Services, including all technical support, updates, and the overall functionality of the platform. Halo Service Solutions Ltd. will address any service-related technical issues that are escalated by the Reseller.

2. GRANT OF RIGHTS.

a) Subscription Rights. Subject to the terms and conditions set forth in this Agreement, upon Halo Service Solutions Ltd’s resellers acceptance of Your Order Form, You are granted with a non-exclusive, non-assignable, royalty-free, worldwide limited right to use the Services solely for Your internal business operations. Subject to the terms of the Agreement you may allow Your Users to use the Services for this purpose and You are responsible for Your Users’ compliance with this Agreement.

b) Registration. To obtain access to the Service, You must enrol an account with Halo Service Solutions Ltd in Your name to enable the access and use of it. You are responsible for maintaining the confidentiality of Your user credentials and password. It is strictly prohibited to share Your user credentials and password with any other person; it is Your sole responsibility to protect Your user credentials and password, and to refrain from sharing such with any other person. You understand and agree that You are liable for any activity performed by any person using Your account.

c) Access through Software. Halo Service Solutions Ltd may grant You access to the Services through the Software, through which, You will be able to upload certain outputs of the Software to the Services, hence You shall have the sole responsibility to obtain any consent, to the extent required, to upload such outputs to the Services and for any use of such outputs.

d) Consent To Use of Data. You agree that Halo Service Solutions Ltd may collect, use, store and transmit technical and information relating to Your use of the Services, such collected data may identify Your computer (including the Internet Protocol Address), operating system, Services' usage, that may be gathered periodically by Halo Service Solutions Ltd. Halo Service Solutions Ltd may use this information combined with personal information for marketing purposes and to improve its products and services, and also share that data with its third party service providers, provided that, any such use and disclosure shall be made in a form that does not personally identify You and does not make any correlation between You and Your Data. Such data and all other data provided to Halo Service Solutions Ltd and/or collected by Halo Service Solutions Ltd in connection with Your access to, and use of, the Services, are collected, used, stored and transmitted in accordance with Halo Service Solutions Ltd's Privacy Statement located at <https://usehalo.com/privacy-policy>. To the extent that anything in this Section conflicts with the terms of Halo Service Solutions Ltd's Privacy Statement, the terms of the Privacy Statement shall prevail.

3. PROVISION OF THE SERVICES.

a) Suspension. Halo Service Solutions Ltd reserves the right, to temporarily suspend or terminate Your access to Your Data at any time in its sole discretion, with or without cause, and with or without notice, without incurring liability of any kind. In addition, Halo Service Solutions Ltd may add or remove functionalities or features to the Service and may suspend or stop providing any features associated with the Services.

b) Removal of Data. Halo Service Solutions Ltd does not tolerate any infringement of copyright or other intellectual property rights by Your Data or otherwise violation of this Agreement and will respond to notices of alleged copyright infringement that comply with the DMCA and are properly provided to Halo Service Solutions Ltd. Halo Service Solutions Ltd does not pre-screen Your Data, however, Halo Service Solutions Ltd shall have the right to remove Your Data that it becomes aware of and determines to be harmful, offensive or otherwise in violation of the Agreement and to terminate repeat infringers, all as determined in Halo Service Solutions Ltd Terms and Conditions located at: <https://usehalo.com/terms-and-conditions/>.

4. YOUR OBLIGATIONS.

a) Compliance with Laws. You will comply with all applicable laws, statutes, regulations and ordinances.

b) Compliance with Copyrights. You will: (i) be solely responsible for the nature, quality and accuracy of Your Data; (ii) ensure that Your Data (including the storage or transmission thereof) complies with this Agreement and any and all applicable laws, and regulations; (iii) promptly handle and resolve any notices and claims relating to Your Data, including any notices sent to You by any person claiming that any of Your Data violates any person's rights, such as take-down notices pursuant to the Digital Millennium Copyright Act of 1998 (the "DMCA") and any other notices; and (d) maintain appropriate security, protection and backup copies of Your Data, which may include, Your use of additional encryption technology to protect Your Data from unauthorized access. Halo Service Solutions Ltd will have no liability of any kind as a result of the deletion of, correction of, destruction of, damage to, loss of or failure to store or encrypt Your Data.

c) Third Party Contents. In order for Halo Service Solutions Ltd to provide You with certain Services, it is required that You will obtain an access to information and content of third parties (the "Third Party Content") that is required in connection with the Services, such sharing of access and/or disclosure of Third Party Content shall be at your own risk and responsibility, and You hereby represent and warrant to Halo Service Solutions Ltd that You have the right to include such Third Party Content in Your Data.

5. INTELLECTUAL PROPERTY RIGHTS.

a) Halo Service Solutions Ltd Ownership. The foregoing rights pursuant to Section 2 gives You limited subscription to access and use the Services. You acknowledge and agree that all right, title and interest, including, without limitation, all copyrights, trademarks, trade names, logos and service marks, trade secrets and know how patents, licenses, designs and algorithms, utility models, and all improvements thereto, and any other intellectual property rights, in and to, the Services and the Documentation (including but not limited to any images, photographs, animations, video, audio, music, text, and “applets” incorporated into the Services), are owned solely by Halo Service Solutions Ltd (or of its third party licensors). All rights not specifically granted to You under this Agreement, including, without limitations, all copyrights, trademarks, trade names, logos and service marks, trade secrets and know how patents, licenses, designs and algorithms, utility models, and all improvements thereto, and any other intellectual property rights are reserved by Halo Service Solutions Ltd and its licensors.

b) Your Ownership. Except for material that Halo Service Solutions Ltd licenses to You under a separate agreement, Halo Service Solutions Ltd does not claim ownership of Your Data that is transmitted, stored, or processed as part of the Services. Halo Service Solutions Ltd also does not control, verify, or endorse Your Data that You and others make available on the Services. You represent and warrant that: (i) You have all the rights in Your Data necessary for the purpose of this Agreement and the use of the Services and, (ii) the storage, use or transmission of You Data does not violate any law or this Agreement.

6.CONFIDENTIALITY.

Each party (the “Disclosing Party”) may disclose to the other (the “Receiving Party”) certain confidential technical and business information which the Disclosing Party desires the Receiving Party to treat as confidential. “Confidential Information” means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally, electronically or by inspection of tangible objects (including without limitation documents, prototypes, equipment, technical data, trade secrets and know-how, product plans, Services, services, suppliers, customer lists and customer information, prices and costs, markets, software, databases, developments, inventions, processes, formulas, technology, employee information, designs, drawings, engineering, hardware configuration information, marketing, licenses, finances, budgets and other business information), which is designated as “Confidential”, “Proprietary” or some similar designation at or prior to the time of disclosure, or which should otherwise reasonably be considered confidential by the Receiving Party. Confidential Information may also include information disclosed to a Disclosing Party by third parties.

Confidential Information shall not, however, include any information which the Receiving Party can document (i) was publicly known and made generally available prior to the time of disclosure by the Disclosing Party or an authorized third party; (ii) becomes publicly known and made generally available after disclosure through no action or inaction of the Receiving Party in violation of any obligation of confidentiality; (iii) is already in the possession of the Receiving Party at the time of disclosure; (iv) is lawfully obtained by the Receiving Party from a third party without a breach of such third party’s obligations of confidentiality; or (v) is independently developed by the Receiving Party without use of or reference to the Disclosing Party’s Confidential Information. Receiving Party agrees: (i) to take reasonable precautions to protect such Confidential Information; and (ii) not to use or divulge to any third person any such Confidential Information. Without derogating from the foregoing, the Services contain valuable, Confidential Information and trade secrets and unauthorized use or copying is harmful to Halo Service Solutions Ltd, hence may not, in any manner, be disclosed or shared by You with any third party.

7. TRIAL USE OF SERVICES.

If specified in the Order Form, Halo Service Solutions Ltd may, at its sole and absolute discretion, give you access to certain Services for trial, nonproduction purposes subject to the terms and conditions of the Agreement. Services acquired for trial purposes are provided “as is” and Halo Service Solutions Ltd does not offer any warranties for such Services under trial. Notwithstanding anything in this Agreement to the contrary, Section 9 (Limitation of Liability), hereto shall not apply to the Services during a trial period.

8. LIMITED WARRANTY; DISCLAIMER; EXCLUSIVE REMEDY.

a) Limited Warranty. Halo Service Solutions Ltd warrants that the Services will perform in all material respects in accordance with the Documentation associated therewith. If the Services provided to You during the Subscription Term were not performed as warranted, You must provide written notice to Halo Service Solutions Ltd and/or chosen Halo Service Solution Ltd resellers no later than five (5) business days after your revealed such non-compliance.

b) Exclusive Remedies. Halo Service Solutions Ltd will use reasonable efforts to remedy any prolonged significant non-conformance in the Services which is reported to Halo Service Solutions Ltd pursuant to Section 8.1 above, and that Halo Service Solutions Ltd can reasonably identify and confirm. Halo Service Solutions Ltd at its discretion will repair, replace or provide a reasonable work around to any such non-conforming or defective Services, or in extreme conditions, grant a credit to You in an amount as determined by Halo Service Solutions Ltd, at its sole discretion. This Section 8.2 sets forth Your sole and exclusive remedy and Halo Service Solutions Ltd's entire liability for any breach of warranty or other duty related to the Services. Any unauthorized modification of the Services, tampering with the Services, use of the Services inconsistent with the accompanying Documentation, or related breach of this Agreement voids the warranty.

c) Disclaimer. Halo Service Solutions Ltd does not guarantee that the services will be performed error-free or uninterrupted, that halo service solutions ltd will correct all services errors, or that the algorithms used in the services will be complete or accurate. you acknowledge that Halo Service Solutions Ltd does not control the transfer of data over communications facilities, including the internet, and that the service may be subject to limitations, delays, interruptions, and other problems inherent in the use of such communications facilities. Halo Service Solutions Ltd is not responsible for any delays, delivery failures, or other damage resulting from such problems. to the extent not prohibited by law, these warranties are exclusive and there are no other express or implied warranties or conditions including for hardware, systems, networks or environments or for merchantability, satisfactory quality and fitness for a particular purpose. no oral or written information or advice given by Halo Service Solutions Ltd, its employees, distributors, dealers or agents shall increase the scope of the above warranties or create any new warranties. while Halo Service Solutions Ltd makes reasonable efforts to ensure that you're your data will be secure, Halo Service Solutions Ltd does not guarantee that the services will be free from loss, corruption, attack, viruses, "worms", "trojan horses" or other harmful components, or from interference, hacking or other security intrusions, but does provide just efforts to store and keep data secure to work towards 0% data loss.

(i) Financial concerns are exclusively handled by the reseller.

d) Third Party Content Disclaimer. Content. Halo Service Solutions Ltd makes no guarantees concerning the accuracy, reliability, currency, or quality of the Third Party Content, including any content, displayed through or while using the Services. Halo Service Solutions Ltd shall not be liable for the performance of software and systems owned by any third parties or for services and information provided, maintained or controlled by third parties, including but not limited to compilations of such information and Third Party Content in the Services.

9. LIMITATION OF LIABILITY; INDEMNITY.

a) Limitation of Liability. to the maximum extent permitted by applicable law, in no event shall Halo Service Solutions Ltd and/or its employees, distributors, dealers or agents be liable to you or your affiliates, employees, distributors, dealers or agents party, for indirect, special, incidental or consequential damages of any kind arising from this agreement, the access or use of the services and your data, whether resulting from tort (including negligence), breach of contract, product liability, or other form of action, even if advised of the possibility of such damage and notwithstanding the failure of essential purpose of any remedy. You expressly assume all responsibility for any damages, lost data, lost profits and other consequential damages that may result in any way out of this Agreement, including without limitation, use of the Services.

b) Indemnity. Your use of the Services, including without limitation, use of any outputs of the Services, is at Your sole discretion and risk and You assume any and all liability in connection with such use. You will indemnify and hold Halo Service Solutions Ltd, its officers, directors, agents, subsidiaries, joint ventures and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of: (i) Your breach of this Agreement, (ii) Your violation of any law or the rights of a third party, including, without limitation, privacy rights and intellectual property rights; (iii) Your use of the Services and/or its outputs, including, without limitation, Your Data and any reports or other materials containing Your Data; (iv) Your failure to obtain required consents, authorization, permit or otherwise for the use of Your Data in connection with the Services.

10. MISCELLANEOUS.

a) No Assignments. You may not sell, lease, assign, or otherwise transfer, in whole or in part, your rights under this Agreement without the express written consent of Halo Service Solutions Ltd, provided, however, that such consent shall not be unreasonably withheld if you assign this Agreement to any acquirer or Affiliate (as the case may be) in connection with a merger, acquisition, or sale of all or substantially all of our assets. Halo Service Solutions Ltd may assign this Agreement, without obtaining Your approval, to any of its Affiliates or to any acquirer of all or substantially all of such its share capital, business assets whether by merger, acquisition or otherwise. Subject to the foregoing, this Agreement will bind and inure to the benefit of each party's successors and permitted assigns.

b) Entire Agreement. This Agreement constitutes the final and complete understanding between the parties, and replaces and supersedes all previous oral or written agreements, understandings, or arrangements, including, without limitation, previous versions of End User Subscription Agreement(s) for subscription to the Services. In case of contradiction between the provisions of this Agreement and any other written agreement between the parties hereto, the provisions of this Agreement shall prevail, unless explicitly stated otherwise in a written agreement signed by both parties.

c) Modifications. Halo Service Solutions Ltd may amend this Agreement at any time by providing You a reasonable notice, including without limitation by posting an amended version of this Agreement, in such case, You shall have the sole responsibility to review such amended version of Agreement. The amended terms and conditions of this Agreement shall bind You upon their effective date.

d) Unenforceable Terms shall not affect the Enforceability of the Remaining Terms. Should any term of this Agreement be declared void or unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof.

e) Failure to Enforce Does Not Constitute Waiver. 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.