Commbox End User License Agreement ("Agreement")

Effective Date: January 19, 2026

Please carefully review this Agreement before installing, registering, accessing, or otherwise using the software provided to you by Commbox Communication And Automation Ltd., or any other Affiliate, as described in the ordering document related to this Agreement ("**Commbox**" or "**Licensor**").

This Agreement governs Your use of the Commbox Software, as defined below, including any Software as a Service (SaaS), cloud-delivered services, and related offerings provided by Commbox. You are alternately referred to in this Agreement as "**Customer**" and "**You**"

Also, this Agreement applies regardless of whether You acquire the Software and any related services directly from Commbox or indirectly through an authorized partner or personally or through an employer or similar entity.

By installing, registering, accessing, or otherwise using the Software, You agree to be bound by all of the terms in this Agreement and represent that You have full legal authority to enter into this Agreement and to perform all obligations stated herein on behalf of the entity for which You are acting.

If You do not agree to all terms in this Agreement, You should not click "Accept," and You must refrain from installing, registering, accessing, or otherwise using the Software and/or the Hosted Service in any manner.

Also, as permitted by applicable law, You hereby waive any legal rights or requirements that may require either You or Commbox to provide an original (non-electronic) signature.

Both Commbox and You may be individually referred to as a "**Party**" and collectively as the "**Parties**."

1. **Definitions**
    1.1. **Affiliate**: Any entity that controls, is controlled by, or is under common control with either of the Parties. "Control" means direct or indirect ownership or control of more than 50% of the voting interests of an entity, or the ability to direct the management and policies of an entity through contract or otherwise.
    1.2. **API**: The application programming interface provided by Commbox to You for use in conjunction with the Hosted Services.
    1.3. **Customer Data**: All data, information, works, and materials uploaded or stored by or for You, in connection with Your use of the Hosted Services, and data originating from Your systems or devices (excluding Commbox's internal analytics and server log files).
    1.4. **Data Protection Laws**: Applicable laws, rules, and binding regulations governing the processing of Personal Data. This includes, but is not limited to, privacy laws in Israel, the European Union, the European Economic Area, and their member states, as well as any relevant federal or state laws in the United States.
    1.5. **Data Subject**: An identified or identifiable natural person, household (as applicable under relevant Data Protection Laws), or similar entity whose Personal Data is protected under applicable Data Protection Laws.
    1.6. **Documentation**: All user manuals, technical documents, product descriptions, specifications, and any other documents provided by Commbox to describe and support the Hosted Services, as updated from time to time.
    1.7. **Cloud Provider**: A third-party entity that provides the infrastructure and services used by Commbox to deliver the Hosted Services, such as Amazon Web Services (AWS), Microsoft Azure, or Google Cloud.

1.8. **Cloud Services**: Services provided by a Cloud Provider to support the delivery of the Hosted Services by Commbox.

1.9. **Fees**: Subscription fees and any additional charges payable by You to Commbox for access to the Hosted Services, as specified in the relevant Order or Subscription Agreement.

1.10. **Intellectual Property Rights**: All intellectual property and proprietary rights worldwide, including but not limited to copyrights, trademarks, patents, trade secrets, trade names, service marks, domain names, moral rights, and other related rights, whether registered or unregistered.

1.11. **Hosted Services or Services**: The AI-powered, omnichannel communication platform provided by Commbox that integrates multiple communication channels and is licensed for use by You and your Users under the applicable Order.

1.12. **Object Code**: The machine-readable, binary code version of the Software, as opposed to source code, designed for direct execution by a computer without the need for human interpretation.

1.13. **Order** or **Order Form**: The document signed by the Parties that sets out the details of Your subscription to the Hosted Services, including the subscription term, scope, fees, and any other relevant terms.

1.14. **Processing**: Any operation or set of operations performed on Personal Data, whether or not by automated means, including collection, recording, storage, retrieval, transmission, dissemination, or deletion.

1.15. **Software**: The proprietary software product owned by Commbox and licensed to You in Object Code only, for use during the Subscription Term, including updates, upgrades, patches, fixes or modifications made available by Commbox from time to time as part of the Hosted Services.

1.16. **Subscription**: The license granted to You under Section 2.1 of this Agreement.

1.17. **Subscription Term**: The period during which You are authorized to use the Hosted Services, as defined in the applicable Order.

1.18. **Third-Party Software**: Any third-party-owned software that is licensed to You through Commbox or provided by Commbox for use in conjunction with the Hosted Services.

1.19. **Usage Data**: Non-Customer-identifying information and data collected by Commbox during Your use of the Hosted Services. This includes metadata, performance analytics, and aggregated data, which may be used to improve or enhance the Hosted Services.

1.20. **Usage Rights:** means specific usage rights, license scope and limitations as defined within each Order and Customer shall not exceed its maximum Usage Rights.

1.21. **User**: An individual who is authorized by Customer to use the Hosted Services within its organization, typically including employees, contractors, or consultants of Customer.

1.22. **User Interface**: The graphical interface provided by Commbox to facilitate Your access and interaction with the Hosted Services.

2. **License Grant; Restrictions and Scope of Use**

   2.1. **License Grant**. Subject to the terms of this Agreement and for as long as Customer pays Licensor the Subscription Fees with respect to using the Software as a Service in accordance with any Order Form, Commbox grants You a fee-bearing, nontransferable, nonexclusive, non-sublicensable, revocable, limited license right to use the Services as provided bv Commbox. The license permits You and your authorized Users to use the Service solely according to the terms of this Agreement and its accompanying Documentation, and within the Usage Rights stated in an Order.

   2.2. **Permitted Usage**. You may only access the Hosted Services through a supported web browser or compatible mobile application, as described in the Documentation. The Order will also describe the permitted number of Users and scope of usage and You remain solely responsible for ensuring that its usage of the Hosted Services does not exceed these limitations. You shall use the Services and Software only for Your own internal business operations, and not for reselling, distributing or the operation of a service bureau or timesharing service.

2.3. **Commbox Trade Secrets**. Customer or any User shall not attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services or any Software, documentation or data (excluding Customer Data) related to or provided with the Services. Any attempt to do so shall be deemed as material breach of this Agreement, and notwithstanding any provisions herein, shall immediately terminate all license rights granted to Customer and shall entitle CommBox to all such remedies that may exist under contract, at law or equity. Customer acknowledges that the Software and Services contain trade secrets and Confidential Information of CommBox and/or its licensors and suppliers. Customer agrees not to disclose, provide, or otherwise make available trade secrets or Confidential Information contained within the Software or Services in any form to any third party and Customer further agrees to reasonably protect such trade secrets.

2.4. **License Restrictions.** Customer or any User may not: (a) modify, copy, distribute, or create derivative works based on the Software or Hosted Services; (b) reverse-engineer, decompile, disassemble, or attempt to derive the source code of the Software; (c) distribute, resell, delegate or otherwise transfer the Software or Hosted Services to any third party without Commbox's prior written consent; (d) circumvent any technological measures or controls in the Software or Hosted Services; (e) access or use the Hosted Services in a manner that exceeds the Usage Rights specified in the Order; (f) use any Service or the Software, or allow the transfer, transmission, export, or re-export of any Software or Service, or portion thereof, in violation of United States, European Union and Israel law, or any other applicable export control laws or regulations; (g) develop passwords that differ from the license keys provided by CommBox, attempt to defeat CommBox's license keys or attempt to determine how they are developed; or (h) access the Hosted Services in order to build a competitive product or service. You are responsible to ensure that all of your Users are informed of these restrictions, and You shall be fully liable and accountable for any act or omission of any User or third party acting with or for You, that is in breach of any license restriction stated above.

2.5. **Reservation of Rights.** Commbox reserves all rights not expressly granted to You under this Agreement. No ownership rights are transferred under this Agreement to You or to any third party, and all rights, title, and interest in and to the Software, Hosted Services, and related intellectual property remain solely with Commbox or its third-party licensors. You may not remove any proprietary notices, marks, logos or labels , from the Services or Software.

2.6. **Customer Equipment**. Customer shall be solely responsible for obtaining and maintaining appropriate equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, computers, computer operating system, cell phones, tablets, and web browser under its control (collectively, "**Equipment**"). Customer shall ensure that Equipment under its control complies with all configurations and specifications set forth in Licensor's Documentation and with all industry standards, permits and applicable laws.

2.7. **Amending the Hosted Services**. CommBox agrees not to materially diminish the capabilities, features and functionalities of the Hosted Service during the Subscription Term, but reserves all rights to amend, modify, update or change the Hosted Services from time to time during any Subscription Term, at its sole discretion.

3. **Scope**.

3.1. This Agreement shall apply to Customer's use of the Hosted Services, any purchased professional services, all linked pages, content, products and other related components identified in one or more Order Forms signed by the parties and as described in the respective documentation (if applicable), including any exhibits thereto.

3.2. The Hosted Service being licensed to Customer and the quantities, type, and any other applicable information regarding any restrictions on the Hosted Service, or other licensing information, is as set forth in this Agreement and/or any applicable Order Form.

3.3. The Hosted Services include updates, upgrades or new functionality releases of such Services that Licensor may make accessible to its customers generally, at intervals Commbox chooses at its sole discretion as well as standard level of support.

3.4. This Agreement applies to all Services licensed from Commbox; any pre-release versions of the Software; any Services performed by Commbox; and any demonstration versions of the Software that Customer is using for the purpose of evaluating whether to purchase a license. If more than one agreement was provided with respect to the Software or Services, and the terms vary, the order of precedence of those license agreements is as follows: a signed agreement, a printed or electronic agreement that states clearly that it supersedes other agreements, a printed agreement provided with the Software, an electronic agreement provided with the Software.

3.5. In case of a conflict between this Agreement and an Order, the terms of this Agreement shall control and supersede, unless mutually agreed otherwise by the Parties in any Order, in writing. For sake of clarity it is acknowledged and agreed that this Agreement and Exhibits thereto whether attached or incorporated by reference and all Orders represent the parties' entire understanding regarding the Hosted Services and shall control over any different or additional terms of any purchase order or other non-Licensor ordering document, and no terms included in any such purchase Order or other non-Licensor ordering document shall apply to the Hosted Services (including without limitation the Software) of CommBox.

4. **Customer Obligations and Responsibilities**

   4.1. **Security Obligations**. You are solely responsible for maintaining the security of Your accounts, including ensuring that access credentials (e.g., usernames and passwords) are kept confidential. You are also responsible for implementing any additional security measures recommended by Commbox to safeguard the Hosted Services and Customer Data from unauthorized access or use.

   4.2. **Compliance with Applicable Laws (General).** You agree to comply with all applicable laws and regulations, including but not limited to Data Protection Laws, when using the Hosted Services. You are solely responsible for obtaining all necessary consents from Data Subjects before processing their Personal Data using the Hosted Services and ensuring that such processing complies with all applicable privacy and data protection laws.

   4.3. **Export Restrictions.** Customer acknowledges that the Software, Hosted Services, and any related technology provided under this Agreement may be subject to export control laws and regulations of Israel, the United States, and other applicable jurisdictions. Customer agrees to comply with all such laws and regulations, including, but not limited to, the U.S. Export Administration Regulations (EAR) and the International Traffic in Arms Regulations (ITAR), as well as any restrictions regarding the export, re-export, or transfer of the Software or Hosted Services to certain countries, individuals, or entities. Customer shall not, directly or indirectly, export, re-export, or transfer the Software, Hosted Services, or any related technology to any destination or individual prohibited by applicable law without obtaining prior government authorization. Commbox may immediately suspend or terminate access to the Software or Hosted Services if Customer violates any applicable export control laws or regulations.

   4.4. **Usage Monitoring.** Commbox may monitor Your usage of the Hosted Services to ensure compliance with this Agreement and any applicable Order. If Commbox detects any usage that exceeds the permitted scope of the Subscription, Commbox reserves the right to invoice You for additional fees or take corrective action to restrict or limit access. You agree to fully cooperate with any monitoring efforts by Commbox or its designees to enable its verification of Your Compliance as described above.

   4.5. **Customer Data.** Customer shall be fully responsible and liable for its Customer Data, and undertakes that it is fully compliant with all Data Protection Laws and applicable industry standards. Customer shall have the ability to access its Customer Data at any time during the Subscription Term (except during any maintenance window). Customer may also export and

retrieve its Customer Data at any time during a Subscription Term using its own personnel and internal resources.

5. **Fees and Payment Terms**

5.1. **Subscription Fees.** You agree to pay all subscription and other related fees associated with the Hosted Services as specified in the applicable Order. Fees are based on the Subscription and Usage Rights granted to You and are payable as described in the Order Terms.

5.2. **Payment Terms.** All invoices are due within 30 days of the invoice date, unless otherwise specified in the Order. You are responsible for ensuring the timely payment of all fees and charges. Commbox reserves the right to suspend or terminate access to the Hosted Services in the event of non-payment. All fees are non-cancelable and nonrefundable, except as expressly specified in this Agreement hereunder. Except as otherwise specified herein or in an Order, (i) fees are based on Services purchased and on actual usage as specified in the Order, and (ii) quantities purchased cannot be decreased during the relevant Subscription Term. Prior to the execution of an Order, if Licensor determines, or is informed by a governmental authority, that any form of applicable tax liability attaches to, should be collected by, or is levied against Customer, Licensor shall notify Customer and such taxes shall be set forth on an invoice to Customer. Customer shall pay all undisputed fees in U.S. Dollars or in such other currency as agreed to in writing by the parties in any Order.

5.3. **Late Payments**. If any payment due under this Agreement is not received by Commbox by the due date, Commbox may charge interest on the overdue amount at the rate of 1% per month or the maximum rate permitted by law, whichever is lower. In addition, Commbox reserves the right to recover any reasonable costs incurred in collecting overdue payments, including legal fees and collection agency charges.

5.4. **Fee Adjustments.** Commbox reserves the right to adjust the fees for the Hosted Services at the time of subscription renewal. Any such adjustment shall become effective at the expiration of the current Subscription Term immediately upon the subsequent renewal term of such Subscription. Customer will pay the applicable Fees if it chooses to renew the contract Term. If Customer does not wish to pay the adjusted fees, Customer may elect to terminate the Service at the expiration of the current Term by notifying CommBox in writing in accordance with Section 13 below prior to the renewal of such Subscription. Any fee adjustments will be communicated to You at least 30 days before the start of the renewal term, and You will have the opportunity to review and agree to the new fees before renewal. If You do not object to the new fees and continue to use the Hosted Services, You will be deemed to have accepted the adjustment.

5.5. **Suspension of Service**. If any amount owed by Customer under this Agreement or any other agreement or Exhibit pertaining to the Hosted Services is overdue, CommBox may, at its absolute discretion, without limiting any of CommBox's other rights and remedies, suspend immediately: (i) all Services; (ii) its performance under this Agreement; and (iii) any Cloud Provider services related thereto, with respect to Customer or its Users until such amounts are paid in full. If Customer fails to cure the non-payment within 7 days from receiving written notice from CommBox, CommBox may terminate this Agreement and all Services, in full, without incurring any liability whatsoever.

5.6. **Taxes and Charges**. All amounts payable by the Customer are exclusive of any taxes, fees, duties, shipping, or other charges, however designated, now or hereafter levied. Customer will be responsible for all taxes (other than CommBox's income taxes), fees, duties, shipping or other such charges with respect to this Agreement.

5.7. **Duty to Inform.** CommBox may invoice Customer electronically or by paper invoice. CUSTOMER MUST NOTIFY COMMBOX IN WRITING WITHIN SIXTY (60) DAYS AFTER RECEIPT, OF ANY BILLING ERRORS ON ITS INVOICE. If Customer does not notify CommBox within this time, CommBox will not be required to correct the error and/or make adjustments to Customer's account and Customer hereby waives any claim, allegation or contention with respect to such invoice.

5.8. **No Set-off or Counterclaim**. Monetary obligations of Customer shall be made in full without set off or counterclaim and free and clear of any deductions, withholdings, taxes or other charges

whatsoever and shall be paid in immediately available, freely transferable and cleared funds by wire transfer to an account designated by CommBox.

6. **Service Availability and Support.**

   6.1. **Service Availability.** Commbox will use commercially reasonable efforts to ensure that the Hosted Services are available 24/7, except for scheduled maintenance or interruptions due to circumstances beyond Commbox's control, such as natural disasters, cyber-attacks, or outages at third-party service providers.

   6.2. **Maintenance and Downtime.** Commbox will notify You in advance of any planned maintenance that may result in interruptions of the Hosted Service. In the event of unplanned downtime or service disruptions, Commbox will work diligently to restore service as quickly as possible.

   6.3. **Standard Support Services**. Standard support services are included as part of the Subscription. Standard support includes assistance with troubleshooting issues related to the Hosted Services, and will be provided during Commbox's regular business hours. Additional support services, such as enhanced response times or dedicated support personnel, may, in Commbox's sole discretion, be available for an additional fee.

   6.4. **Professional Services**. Unless agreed in writing otherwise, the provided Software and Hosted Services do not include any installation, integration, customization, or other supplementary services ("**Professional Services**"). If Customer desires to receive any Professional Services, such Professional Services may be ordered by the Customer separately under any applicable Order Form and applicable Statement of Work at a mutually agreed fee.

   6.5. **Service Suspension**. Commbox may immediately suspend Customer's password, account, and access to the Services if:

      6.5.1. Customer fails to pay any Fees on due time in accordance with the payment terms set forth in Section 5 above; or

      6.5.2. Customer violates any license rights or restrictions in Sections 2 and 4 of this Agreement and did not cure such violation within 30 days of Licensor's written notice of such violation. Any suspension by Licensor of the Services under the preceding sentence shall not relieve Customer of its payment obligations under the Agreement.

   6.6. Licensor will provide written notice to Customer as soon as practicable after Licensor exercises its rights under this subsection.

7. **Data Protection and Privacy.** If Commbox believes that it is required or advisable to Process Personal Data in the context of providing the Hosted Services, You and Commbox will enter into a DPA in Commbox's standard format. The DPA will outline the roles and responsibilities of the Parties, including data security measures, compliance with applicable Data Protection Laws, procedures for handling data breaches, and other related matters. Commbox reserves the right to refuse to Process Personal Data absent the execution of the DPA.

8. **Ownership Rights**

   8.1. **Licensor Ownership Rights**. The Software is licensed, not sold, to Customer. Similarly, the Services are provided on a subscription basis only, and are not sold to Customer. Licensor and its Affiliates, suppliers and licensors own and retain all right, title and interest in and to: (a) the Software, Hosted Services and Documentation (including all copies, components thereof and all upgrades, modifications, enhancements and derivative works thereof); and, (b) all copyrights, patent rights, trade secret rights, trademark and other intellectual property and other proprietary rights embodied in or relating to the Software, Hosted Services or Documentation. Customer acknowledges and agrees that all rights vest exclusively with the Licensor and that it shall have no rights with respect to any of the foregoing other than the limited license rights granted under this Agreement. Company expressly reserves all rights in the Software, the Hosted Services and Documentation not specifically granted to the Customer.

   8.2. **Ownership of Customer Data**. Customer represents, warrants and covenants that it is the owner of the Customer Data and has the right to grant the rights set forth herein. Customer hereby grants

to CommBox a nonexclusive, worldwide, royalty-free, fully-paid, transferable license to host, cache, record, copy, view, and display Customer Data solely for the purpose of providing CommBox's Hosted Services. Except as set forth in this Agreement, as between CommBox and Customer, Customer retains all right, title, and interest in and to Customer Data. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use Customer Data, and Customer agrees that CommBox reserves the right to refuse to post or to remove any information or materials, in whole or in part, that CommBox believes in good faith to be in violation of this Agreement. Customer Data shall be deemed to be Customer and/or its Affiliates Confidential Information pursuant to Section 12 below.

9. **Warranties and Disclaimers**

   9.1. **Limited Warranty of Licensor.** During the Subscription Term, Commbox warrants that the Hosted Services will perform substantially as described in the Service Documentation. If You experience defects or malfunctions in the Hosted Services, Commbox will use reasonable efforts to correct the issue or provide an alternative solution. This warranty does not apply if the Hosted Services are misused, modified without authorization, used with unsupported third-party software or in an unauthorized operating environment, or affected by external factors outside Commbox's reasonable control. The warranty is also void if Customer fails to comply with material provisions of this Agreement or the Documentation, including usage restrictions or payment obligations. Customer's sole remedy for any breach of this warranty is for Commbox to use reasonable efforts to correct the defect or malfunction, or provide an alternative solution.

   9.2. **Exclusive Remedies**. For any breach of the warranties in Section 9.1 the Customer's exclusive remedy, and CommBox's entire and sole liability under this Agreement, shall be to repair or replace the Service so that it will conform with the above warranties.

   9.3. **Customer Warranties**. Customer warrants that (i) it has all legal rights to all Customer Data , including the right to provide the Licensor access to the Customer Data in accordance with the terms of this Agreement and to upload the Customer Data to the Hosted Services; (ii) it is solely responsible for the development, content, operation, maintenance, and use of Customer Data ; (iii) the Customer Data will not violate any applicable law and infringe any rights, including any privacy rights or proprietary rights, of any third parties; (iv) it will ensure that the Customer Data available within the Hosted Services will not include Sensitive Data (as such term is defined in applicable Data Protection Laws) and shall inform its personnel not to disclose Sensitive Data through its use of the Hosted Services, unless the Parties have executed an applicable data protection agreement as required by law.

   9.4. **Third-Party Services and Software.** Commbox may integrate third-party software or services into the Hosted Services. Commbox makes no warranties with respect to such third-party software or services, and Your use of third-party software or services is subject to the terms and conditions set forth by the respective third-party providers.

   9.5. **Disclaimer**. except for the warranties set forth in this section 9 and to the fullest extent allowed under applicable law,LAW the Services are provided "AS IS" without any further warranty of any kind, either express or implied. commbox does not warrant that the Services will meet Customer's requirements or that their operation or use will be uninterrupted, bug free or error free. Commbox disclaims any warranties of merchantability and fitness for a particular purpose. Furthermore, Commbox does not warrant that the Service will run uninterrupted, or that all errors can be corrected, or that the Service will operate in hardware and software combinations other than as expressly required by Commbox in its Documentation. For the avoidance of doubt, in the event Customer or any authorized user uses the Service in a non-conforming working environment, commbox shall have no liability whatsoever to the functionality of the Service nor shall the Service be covered by any warranty.

CUSTOMER FURTHER UNDERSTANDS AND ACKNOWLEDGES THAT ANY WARRANTY RELATED TO THE SERVICE SHALL BE AUTOMATICALLY EXCLUDED IN THE EVENT THAT COMMBOX DETERMINES THAT THE CLAIM AROSE PURSUANT TO AN EVENT INVOLVING: (A) CUSTOMER'S IMPROPER EQUIPMENT, SITE PREPARATION OR ENVIRONMENTAL CONDITIONS THAT DO NOT CONFORM TO THE DOCUMENTATION; (B) DEFECTS, ACTS, OMISSIONS OR MALFUNCTIONS OF THE CLOUD PROVIDER; (C) CUSTOMER'S NON-COMPLIANCE WITH SERVICE REQUIREMENTS PROVIDED BY COMMBOX; (D) DAMAGE CAUSED BY CUSTOMER'S OR A THIRD-PARTY'S MEDIA, SOFTWARE, INTERFACING, SUPPLIES, NETWORK, EQUIPMENT OR OTHER PRODUCTS; (E) MODIFICATIONS OR ALTERATIONS MADE TO THE SOFTWARE OR SERVICE BY ANYONE OTHER THAN COMMBOX; (F) VIRUSES, INFECTIONS, WORMS OR SIMILAR FORMS OF MALICIOUS CODE NOT INTRODUCED BY COMMBOX; OR (G) ABUSE, NEGLIGENCE, ACCIDENT, LOSS OR DAMAGE, FIRE OR WATER DAMAGE, ELECTRICAL DISTURBANCES, OR OTHER CAUSES BEYOND COMMBOX'S CONTROL.

10. **Limitation of Liability**

   10.1. **Limitation of Liability.** To the fullest extent permitted by law, Commbox's total liability arising out of or related to this Agreement, whether in contract, tort, or otherwise, is limited to the amount of fees paid by You for the Hosted Services during the six-month period preceding the event that gave rise to the claim.

   10.2. **Exclusion of Consequential Damages.** In no event will Commbox, its Affiliates and licensors be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, business interruption, loss of data, or damages resulting from unauthorized access to or use of the Hosted Services, even if Commbox has been advised of the possibility of such damages. Furthermore, Commbox will not be liable for any cost of procurement of substitute goods, technology, services or rights.

11. **Indemnification**

   11.1. **Customer Indemnification.** You agree to indemnify, defend, and hold harmless Commbox, its Affiliates, officers, directors, employees, contractors and licensors from and against any and all claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or related to any of the following events: (i) Your unauthorized use of the Software or Services, (ii) Your violation of any applicable law or third party rights, including, without limitation, any intellectual property rights in connection with Your use of the Services; (ii) Your breach of this Agreement and (iv) any claims or Losses relating or arising from the Customer Data.

   11.2. **Commbox Indemnification.** Commbox agrees to indemnify, defend, and hold You harmless from and against any and all finally judged or finally settled claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) directly arising from third-party claims that the Hosted Services infringe upon their intellectual property rights, provided that: (i) You promptly notify Commbox in writing of such claims, (ii) Commbox is given sole control of the defense and settlement of the claim, and (iii) You provide reasonable cooperation at Commbox's expense. Commbox will not be liable for any settlement made without its prior written consent.

   If the Services become or in CommBox opinion are likely to become the subject of an infringement claim, CommBox may, at its option and expense, either (a) procure for You the right to continue using the Services, (b) replace or modify the Services so that they become non-infringing, or (c) terminate the license for the infringing Services and grant You a pro rata refund credit thereon as depreciated on a monthly basis and reflecting the remaining unused Subscription Term. The foregoing indemnity obligations of Commbox do not apply with respect to Services (i) not provided by CommBox; (ii) made in whole or in part in accordance to Customer's specifications or instructions; (iii) that are modified or altered by anyone other than CommBox; (iv) combined with other products, processes or materials where the alleged infringement relates to such combination; (v) where You continue allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or

(vi) where Your use of the Services is not strictly in accordance with the terms of this Agreement or its associated Documentation. THE FOREGOING PROVISIONS STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF COMMBOX WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS BY THE SOFTWARE OR SERVICES AND IS IN LIEU OF ANY WARRANTIES OF NON-INFRINGEMENT.

12. **Confidential Information**

   12.1. **General.** Each Party agrees to protect the other Party's Confidential Information and to use such Confidential Information solely to fulfill its obligations under this Agreement. Confidential Information includes but is not limited to business plans, technical information, trade secrets, and any other information disclosed by one Party to the other that is marked or otherwise identified as confidential.

   12.2. **Non-Disclosure.** Neither Party will disclose the other Party's Confidential Information to any third party without the express written consent of the disclosing Party, except as necessary to comply with applicable laws or as required by court order, and, in this case, the Party compelled to disclose such Confidential Information will promptly notify the disclosing Party and will disclose only the minimum amount of Confidential Information required to comply.

   12.3. **Exceptions.** Confidential Information does not include information that is, as demonstrated by written records: (i) publicly available through no fault of the receiving Party; (ii) already known to the receiving Party at the time of disclosure, as demonstrated; (iii) lawfully obtained from a third party without restriction; or (iv) independently developed by the receiving Party without reference to the disclosing Party's Confidential Information.

13. **Term and Termination**

   13.1. **Subscription Term**. The Subscription Term is as specified in the applicable Order. This Agreement remains in effect for the duration of the Subscription Term(s) unless terminated earlier as described below. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional periods with an increase of 3% of the license fees, the renewal term shall be equal to the expiring Subscription Term or one year, the longer to apply, unless either party gives the other notice of non-renewal at least 60 days before the end of the relevant Subscription Term.

   13.2. **Termination for Breach**. In the event of a material breach by either party ("**Material Breach**"), the non-breaching party shall have the right to terminate the applicable Order and/or this Agreement for cause if such breach has not been cured within 30 days of written notice from the non-breaching party specifying the breach in detail providing that the breach was not cured during such written notice period. If Licensor terminates an Order for Customer's Material Breach, all fees set forth on such Order are immediately due and payable. If Customer terminates an Order and/or the Agreement due to Licensor's uncured, material breach, Customer shall be entitled to a refund of unused, prepaid Subscription Fees paid by Customer for Services related to the Order giving rise to Licensor's Material Breach through the remainder of the applicable Subscription Term.

   13.3. **Additional Termination Rights**. In addition to the above, either Party shall be in default hereof if it becomes insolvent, makes an assignment for the benefit of its creditors, a receiver is appointed or a petition in Bankruptcy is filed with respect to the Party or enters into voluntary or involuntary liquidation proceedings (each a "Proceeding") and is not dismissed within thirty (30) days. In such case the other Party may terminate this Agreement forthwith with a 14 days' written notice sent to the counter party due to such Proceeding

   13.4. **Effect of Termination**. Upon termination or expiration of this Agreement, Commbox will disable Your access to the Hosted Services. You are responsible for exporting any Customer Data prior to termination. Commbox will not be obligated to retain Customer Data after termination, except as required by law. Notwithstanding, Commbox may retain copies of Customer Data Information in its backup or disaster recovery systems for the duration of its regular backup retention schedules.

Any such retained Customer Data will remain subject to the confidentiality obligations of this Agreement until it is securely deleted in accordance with Commbox's data retention policies.

13.5. **Survival.** The provisions of this Agreement relating to intellectual property, confidentiality, indemnification, limitations of liability, limitations of warranty, general terms, and any other provisions that, by their nature, are intended to survive termination will remain in full force and effect after the termination or expiration of this Agreement.

14. **Governing Law and Dispute Resolution**

14.1. **Governing Law.** This Agreement is governed by and construed based on the laws of the State of Israel, without regard to its conflicts of law principles. Any disputes arising out of or relating to this Agreement will be subject to the exclusive jurisdiction of the courts located in Tel Aviv, Israel.

14.2. **Dispute Resolution**. In the event of a dispute, the Parties agree to first attempt to resolve the issue through good-faith negotiations. If the dispute cannot be resolved within 30 days, either Party may initiate legal proceedings in the courts of Tel Aviv, which has sole and exclusive jurisdiction over any matters related to this Agreement or an Order.

15. **General Provisions**

15.1. **Assignment**. You may not assign or transfer this Agreement, in whole or in part, without the prior written consent of Commbox. Any attempted assignment in violation of this provision will be null and void.

15.2. **Notices.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and delivered by email to the email listed in the Order, unless an alternate email is provided by a Party. Notices sent by email will be deemed to have been received on the next business day after the email is sent, provided no bounce-back or similar error message indicating non-delivery is received.

15.3. **Force Majeure.** Other than with respect to Your payment obligations under this Agreement or an Order, neither Party will be liable for any failure or delay in the performance of its obligations under this Agreement due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, labor strikes, or government actions.

15.4. **Entire Agreement.** This Agreement, together with the Order and any exhibits or appendices, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements or understandings, whether written or oral.

15.5. **Modifications.** Commbox reserves the right to modify this Agreement at any time. Commbox will notify You of any material changes, and Your continued use of the Hosted Services following such notice constitutes acceptance of the modified terms.

15.6. **Electronic Signatures.** This Agreement may be executed electronically, and such electronic signatures are legally binding and enforceable to the same extent as handwritten signatures.

15.7. **Severability.** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect. The invalid or unenforceable provision will be replaced with a valid provision that most closely approximates the intent of the original provision.