

LAST UPDATED: December 2, 2021

IMPORTANT, READ CAREFULLY: YOUR USE OF AND ACCESS TO THE SERVICE (AND ASSOCIATED SOFTWARE) OF VOLUMEZ TECHNOLOGIES LTD AND ITS AFFILIATES ("**VOLUMEZ**") IS CONDITIONED UPON YOUR COMPLIANCE WITH AND ACCEPTANCE OF THESE TERMS. PLEASE REVIEW THOROUGHLY BEFORE ACCEPTING.

BY CLICKING THE "I AGREE" BUTTON/BOX, ACCESSING THE VOLUMEZ WEBSITE OR BY UTILIZING THE VOLUMEZ SERVICE YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND ALL EXHIBITS, ORDER FORMS, AND INCORPORATED POLICIES (THE "**TERMS**" OR THE "**AGREEMENT**"). THE VOLUMEZ SERVICE IS NOT AVAILABLE TO PERSONS WHO ARE NOT LEGALLY ELIGIBLE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND OUR PRIVACY POLICY, THEN YOU ARE NOT ALLOWED TO USE THE SERVICE. IN ADDITION, YOU MAY NOT USE THE SERVICE IF YOU ARE A DIRECT COMPETITOR OF THE COMPANY. SHOULD YOU HAVE ANY QUESTIONS SURROUNDING THESE TERMS, PLEASE CONTACT INFO@VOLUMEZ.COM.

Volumez will provide the Service, and you may access and use the Service, in accordance with this Agreement. If you order the Service through an online registration page, an order form or as part of the subscription flow that references this Agreement (each an "**Order Form**"), the Order Form may contain additional terms and conditions and information regarding the Service you are ordering.

1. THE SERVICE

1. Volumez provides data orchestration and block storage as a service (the "**Service**")
2. Volumez provides you a right and permission to use the Service subject to a valid subscription, pursuant to the terms of the Order Form.
3. Upon your subscription to the Service, Volumez will grant you access to the Service or certain parts of it, which will allow you to add end-user accounts as set forth in the Order Form ("**Permitted Users**") and to control or manage certain features of the Service. Permitted Users' access to the Service is limited and personal. You are responsible for actions taken by Permitted Users or by anyone using your accounts and passwords.
4. Volumez uses commercially reasonable efforts to maintain the highest Service availability. However, Volumez cannot guarantee that the Service will operate in an uninterrupted or error-free manner. Volumez performs Service maintenance and uses commercially reasonable effort to

schedule system down-time to off-peak hours and to avoid service interruptions and delays.

2. DATA SECURITY

1. Volumez will maintain reasonable physical and technical safeguards to prevent unauthorized disclosure of or access to content provided by the Permitted Users (the "**Content**"). Volumez will not access, view or process Content except (a) as provided for in this Agreement and in Volumez's privacy policy ("**Privacy Policy**"); (b) as authorized or instructed by you, (c) as required to perform its obligations under this Agreement; or (d) as required by applicable law. Volumez has no other obligations with respect to Content.

3. YOUR UNDERTAKINGS

1. You assume full responsibility for you and your Permitted Users' use of the Service in accordance with this Agreement and with applicable local, state, federal, national and international laws, regulations and treaties, and warrant that you have obtained all rights in the Content to authorize Volumez to process the Content as contemplated by the Agreement.
2. You will not, and ensure that your Permitted Users will not, use the Service for any use or purpose that: (i) is obscene, libelous, blasphemous, defamatory, inciting hatred, terrorism or any similar offence; (ii) infringes or misappropriates the intellectual property rights or violates the privacy rights of any third party (including without limitation, copyright, trademark, patent, trade secret, or other intellectual property right, moral right, or right of publicity); (iii) is in violation or may encourage any manner of acting that would violate any applicable local, state, national and foreign laws, treaties and regulations; or (iv) may drive or encourage any third party to do any of the above.
3. You will not, and will ensure that your Permitted Users will not: (i) abuse the Service; (ii) resell, transfer, grant others permission to use the Service, pledge, lease, rent, or share your rights under this Agreement (including without limitation to any of your affiliates); (iii) modify, remove or amend Volumez's name or logo, update, reproduce, duplicate, copy all or any part of the Service; (iv) make any of the Service available to anyone other than your employees and consultants for use for your benefit as intended pursuant to this Agreement, or use any Service for the benefit of anyone other than you; (v) use the Service in any way that restricts or inhibits the use of the Service; (vi) access or attempt to access any of Volumez's systems, programs or data that are not made available for public use, or attempt to bypass any registration processes on the Service or any of the Service's security and traffic management devices; or (vii) attempt to decompile, disassemble, re-engineer or reverse engineer the Service or otherwise create or attempt to create or permit, allow, or assist others to extract source code of the Service, its structural framework or allow or facilitate a third party, to violate or infringe any rights of

Volumez's or others or Volumez policies or the operational or security mechanisms of the Service.

4. When using the Service in conjunction with other third party services, you will comply with the terms of service of such third party services. Volumez shall not be liable for any termination, breach of terms or suspension of service resulting from your use of the Service.
5. You may not access or use the Service if you are a direct competitor of Volumez, or for monitoring the Service's availability, performance or functionality, or for any other benchmarking or competitive purposes.

4. SUBSCRIPTION FEES

1. In consideration for the right to use the Service under the Terms herein, you will pay subscription fees in the amount and payment terms under the applicable Order Form (the "**Subscription Fees**"). You agree that in the event Volumez is unable to collect the Subscription Fees owed to Volumez for the Service, Volumez may take any other steps it deems necessary to collect such fees from you and that you will be responsible for all costs and expenses incurred by Volumez in connection with such collection activity, including collection fees, court costs and attorneys' fees. You further agree that Volumez may collect interest at the lesser of 1.0% per month or the highest amount permitted by law on any amounts not paid when due. Except to the extent otherwise expressly stated in this Agreement or in an Order Form, all obligations to pay Subscription Fees are non-cancelable and all payments are non-refundable.
2. Your Subscription Fees are exclusive of taxes, levies, duties or similar governmental assessments of any kind (excluding taxes based on Volumez's income, property and employees). You will be responsible for paying any and all such taxes.
3. Volumez reserves the right to modify the Subscription Fees for the Service under one or more Order Forms, effective upon commencement of the next renewal subscription term of the relevant Order Form(s), by notifying you of such change in writing at least 7 days before the end of the then-current Subscription Term.

5. PROPRIETARY RIGHTS; YOUR FEEDBACK

1. All parts of the Service are protected by copyrights, trademarks, service marks, patents or other proprietary rights, as a collective work or compilation, pursuant to laws and international conventions. All rights to the Service and derivatives thereof are retained by Volumez. In addition, Volumez retains all rights to aggregated and anonymous data derived from your use of the Service.
2. In the course of using the Service, you or your Permitted Users may provide Volumez with feedback and suggestions regarding the Service. You hereby assign to Volumez ownership in all such feedback and suggestions and all rights therein, without any royalty or accounting obligations to you.

6. WARRANTIES; DISCLAIMER

1. Each of you and Volumez represent, warrant and covenant to the other that: (a) it has the full corporate right, power and authority to enter into and perform this Agreement, and such execution and performance does not and will not violate any other agreement to which it is a party, and (b) this Agreement constitutes its legal, valid and binding obligation.
2. Volumez provides the service "as is" and "as available", without any warranties and Representations.
3. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, VOLUMEZ EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE ABOVE, VOLUMEZ MAKE NO WARRANTY WHATSOEVER WITH RESPECT TO (I) THE SERVICE MEETING YOUR REQUIREMENTS, OR BEING UNINTERRUPTED, CONTINUOUS, TIMELY, OR ERROR OR VIRUS FREE; (II) WHETHER YOUR USE OF THE SERVICE OR THE CONTENT WILL GENERATE ANY RESULTS OR CONSEQUENCES; OR (III) WHETHER YOUR USE OF THE SERVICE IS LAWFUL IN ANY PARTICULAR JURISDICTION.

7. PRIVACY AND OTHER POLICIES

Use of the Service is also subject to Volumez's Privacy Policy, a link to which is located at the footer on Volumez's website <https://volumez.com/app#/legal/privacy-policy>. The Privacy Policy, and all policies are incorporated into this Agreement by this reference. Additionally, you understand and agree that Volumez may contact you via e-mail or otherwise with information relevant to your use of the Service, regardless of whether you have opted out of receiving marketing communications or notices.

8. CONFIDENTIALITY

1. "Confidential Information" means all information provided by a party to other party, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure and excluding any information that was or has become publicly available without the receiving party's actions or inactions. Volumez's confidential information includes, without limitation, the Service's features, functionality and performance and your view of the Service. Your Confidential Information includes, without limitation, the Content.
2. Each party will hold the other party's Confidential Information in strict confidence, use it only subject to the terms of this Agreement, allow its use only by the receiving party's employees and consultants who have signed in advance a confidentiality agreement containing terms similar to this Agreement and on a need-to-know basis and pursuant to the terms of this Agreement, not make the other party's Confidential Information

available to any third party unless to the extent required by applicable law, implement adequate security measures to ensure against unauthorized access to, use or copying of the other party's Confidential Information, and notify the other party in writing of any misuse or misappropriation of the other party's Confidential Information of which the receiving party may become aware; in each case without derogating from the terms of the Volumez Privacy Policy.

9. TERM AND TERMINATION

1. The initial subscription term of the Agreement will be as set forth in the Order Form (the "**Initial Subscription Term**").
2. At the end of the Initial Subscription Term, all your Volumez subscriptions (including any additional subscriptions added to your account) will renew automatically for additional periods equal to the Initial Subscription Term, unless you or Volumez notify the other in writing, at least 30 days prior to the end of the then-current subscription term, that it chooses not to renew (the Initial Subscription Term, together with any renewal subscription terms shall be referred to as the "**Subscription Term**").
3. Notwithstanding the foregoing, Volumez may terminate this Agreement immediately and for any reason or no reason, by providing a written notice.
4. Upon termination or expiration of this Agreement; (a) you will cease use of the Service and all rights granted to you under this Agreement will terminate; and (b) Sections 3.1, 4, 5, 6, 8, 9 through 12, 13, 15 and 16 survive termination of the Agreement. Thereafter, Volumez may delete any of your Content from its servers or databases.

10. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, (i) UNDER NO CIRCUMSTANCES WILL VOLUMEZ BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES; IN EACH CASE, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, EVEN IF VOLUMEZ BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE; AND (ii) VOLUMEZ AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICE WILL NOT EXCEED THE FEES ACTUALLY RECEIVED BY VOLUMEZ FROM YOU UNDER THIS AGREEMENT DURING THE 6 MONTHS PRECEDING THE APPLICABLE CLAIM. THE ABOVE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND ARE FUNDAMENTAL ELEMENTS OF THE BARGAIN BETWEEN THE PARTIES. Because some states and jurisdictions do not allow the exclusion or limitation of liability, the above limitation may not apply to you.

11. LIMITATION OF CLAIMS

Any claim or cause of action arising out of or related to use of the Service or to the Agreement must be filed within six months after such claim or cause of action

arose, or be forever barred.

12. INDEMNIFICATION

You will indemnify, defend and hold harmless Volumez, its officers, directors, employees, agents and affiliates, from and against all losses, liabilities, claims, obligations, costs and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claims with respect to your use of the Service, including without limitation your Content and any claims against Volumez by your employees, users, consultants, customers, service providers or the like in connection with their use of the Service.

13. GOVERNING LAW AND EXCLUSIVE COURTS

This Agreement will be governed by laws of the State of Israel without regard to its choice of law or conflicts of law principles. You and Volumez consent to the exclusive jurisdiction and venue in the courts of Tel Aviv, except that temporary relief to enjoin infringement of intellectual property rights may be sought in any court where such infringement has occurred.

14. FORCE MAJEURE

Neither party will be deemed to be in breach of this Agreement for any failure caused by reasons beyond a party's reasonable control (including without limitation acts of God, war or civil disturbance), and it will notify the other party as soon as practicable in writing of such failure.

15. INJUNCTIVE RELIEF

You acknowledge that any use of the Service contrary to this Agreement, or any transfer, sublicensing, copying or disclosure of technical information or materials related to the Service, may cause irreparable injury to Volumez, its affiliates, suppliers and any other party authorized by Volumez to resell, distribute, or promote the Service ("Resellers"), and under such circumstances Volumez, its affiliates, suppliers and Resellers will be entitled to equitable relief, without posting bond or other security, including, but not limited to, preliminary and permanent injunctive relief.

16. GENERAL

1. This Agreement, the Order Form, the Privacy Policy comprise the entire agreement between you and Volumez, state Volumez's and Volumez's suppliers' entire liability and your exclusive remedy with respect to the Service, and supersede all prior agreements pertaining to subject matters of the Agreement, the Order Form, the Privacy Policy, and you specifically confirm that you have not entered into this Agreement relaying on any oral or written public comments made by Volumez regarding future functionality or features of the Service. The terms of any purchase order or similar document will have no effect and are hereby rejected. This Agreement has been prepared in the English language and such version shall be controlling in all respects and any non-English version of this Agreement is solely for accommodation purposes.

2. You and Volumez are independent contractors with respect to each other, and nothing in this Agreement will be construed as creating a partnership, agency, fiduciary or employment relationship or a joint venture between you and Volumez.
3. If any provision of this Agreement is held to be contrary to law, such provision will be construed, as nearly as possible, to reflect the original provision and the other provisions remain in full force and effect.
4. The section titles in this Agreement are solely for convenience and have no legal or contractual significance. No provision of the Agreement will be construed against Volumez but rather will be construed in a neutral manner as terms entered into by a fully-informed party on a voluntary basis after opportunity to confer with advisors and legal counsel about the meaning and effects of the terms of this Agreement.
5. Volumez may revise this Agreement from time to time and at its sole discretion. When such changes are effected, Volumez will publish an updated version on the website: <https://volumez.com/app#/legal/terms-of-service>.
6. All modification's to or waivers of any term of this Agreement must be in a writing signed by you and Volumez and expressly reference this Agreement. No waiver of any term of this Agreement will be deemed a further or continuing waiver of such term or any other term, and any failure to assert any right under the Agreement will not constitute a waiver.
7. Volumez suppliers are beneficiaries of the limitations, obligations and restrictions contained in this Agreement that are protective of Volumez or the Service.
8. This Agreement, and any rights granted hereunder, may not be transferred or assigned by a you. Volumez may assign or transfer this Agreement and any Order Form without limitations.

Updated: December 2, 2021