

## CORALOGIX MASTER SUBSCRIPTION TERMS

Updated January 2026

This Coralogix Master Subscription Terms (hereafter "**Terms**") is made by and between Coralogix Ltd., a company incorporated under the laws of Israel, having its principal place of business at 21 Aba Hilel St., Ramat Gan, Israel 5252213, or any of its Affiliates ("**Coralogix**") and the entity entering in an Order referencing this Agreement ("**Customer**"). These Terms govern Customer's use of Coralogix's service(s) as made available from time to time and further defined below. The term "**Order**" shall mean any written quote, order, or other ordering document acceptable to, acknowledged or executed in writing by Coralogix and Customer, either online or offline or through an Authorised Reseller (these Terms collectively with an applicable Order, hereafter the "**Agreement**"). For the purpose of these Terms "**Affiliate**" is defined to mean, any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control" for purposes of this definition means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICE. IF YOU DO NOT AGREE TO THESE TERMS OR ARE NOT AUTHORIZED TO BIND THE ENTITY ON BEHALF OF WHICH YOU ARE ACTING, PLEASE DO NOT ACCESS OR USE THE SERVICE; BY ACCEPTING THESE TERMS OR ACCESSING OR USING THE SERVICES, YOU ARE AGREEING TO THE TERMS AND CONDITIONS OF THE AGREEMENT (HOWEVER THEY WERE ACQUIRED INCLUDING WITHOUT LIMITATION THROUGH AN AUTHORIZED RESELLER OR ONLINE MARKETPLACE.) ON BEHALF OF THE ENTITY ON BEHALF OF WHICH YOU ARE ACTING, AND YOU HEREBY REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO DO SO.

### 1. Services.

1.1 Services made available by Coralogix from time to time through the Coralogix software-as-a-service platform, and any related services provided by Coralogix to Customer, as detailed in an applicable Order, shall be referred to hereafter as the "**Services**". Unless otherwise explicitly indicated in an Order, the term Services also includes all software, revisions, fixes, improvements and/or updates thereto, user manuals and documentation provided to Customer in connection with the operation of the Services, and available at "[Documentation](#)".

1.2 Subject to these Terms and Customer's payment of all applicable Fees, Coralogix hereby grants Customer a non-exclusive, non-transferable, non-sublicensable, revocable right, during the Term, to access and use the Services, all in object code form only, solely for Customer's internal business purposes and within the scope set forth in the applicable Order.

1.3 Customer may request in writing an increase of the Services scope, including via the Coralogix Support Chat. If Coralogix approved the requested scope increase, per mutually executed Order for such increased scope, the increased scope shall be implemented within 24 hours of the increase Order effective date.

1.4 Customer may subscribe to the Services directly with Coralogix via an Order, including an Order issued by Coralogix's authorized reseller ("Authorized Reseller"), or via an online marketplace through which Coralogix may, from time to time, offer the Services. If Customer has purchased the Services from Authorized Reseller to the extent there is any conflict between this Agreement and the agreement entered between Customer and the respective Authorized Reseller, including any Authorized Reseller Order, then, as between Customer and Coralogix, this Agreement shall prevail. Any rights granted to Customer in such Authorized Reseller Order which are not contained in this Agreement, apply only in connection with such Authorized Reseller. In that case, Customer must seek redress or realization or enforcement of such rights solely with such Authorized Reseller and not Coralogix. It is hereby clarified that the Authorized Reseller is not permitted to offer terms that conflict with this Agreement. Additionally, if the reseller ceases to be an Authorized Reseller, whether due to non-payment for Services or other reasons, Customer's continued access to Services may be contingent on executing a direct agreement with Coralogix and settling any outstanding Fees not paid by the Authorized Reseller on behalf of Customer. Coralogix may, upon notification, temporarily suspend or terminate the delivery of Services to Customer based on the written instruction of the Authorized Reseller.

1.5 **AI Tools Acceptable Use Policy.** To the extent Coralogix makes available to Customer certain tools and/or features utilizing artificial intelligence technology ("AI Tools") and Customer elected to use such AI Tools, Customer hereby acknowledges and agrees that any use of such AI Tools shall be subject to these Terms and the [AI Tools Acceptable Use Policy](#). Certain AI Tools may be subject to additional or specific terms applicable to such AI Tools.

**AI Tools – Coralogix Representations and Warranties.** Without limiting or derogating from any other representations or warranties of Coralogix under these Terms, and solely in connection with the AI Tools, Coralogix represents and undertakes that it shall: (i) process Customer Data, in compliance with applicable data protection and privacy laws; (ii) as between Coralogix and Customer, Customer retains all rights, title, and interest in and to Customer Data submitted to the AI Tools and in any outputs generated from such Customer Data; (iii) not use Customer Data or AI outputs to train, retrain, fine-tune, or improve any general-purpose or third-party artificial intelligence or machine learning models; (iv) implement appropriate Technical and Organizational Measures to protect Customer Data processed by the AI Tools and to maintain logical separation between Customer Data and other customers' data, in accordance with Coralogix's security practices; (v) to the extent required by applicable law, provide high-level information regarding the general functionality of the AI Tools, without disclosing proprietary, confidential, or security-sensitive information; and (vi) design and make available the AI Tools as part of the Coralogix Services in a manner intended to qualify as minimal-risk or no-risk AI systems, under applicable law. Notwithstanding the foregoing, Coralogix may use Customer Data and AI outputs solely to the limited extent reasonably necessary for feedback collection, usability analysis, troubleshooting, security, and service improvement purposes, as contemplated under Section 6.3, and not for the training of general-purpose or third-party AI models.

1.6 **Trial and Beta Services.** Coralogix may provide access to certain unpaid, trial, or beta features of the Services for the Customer to evaluate and experience the platform's

capabilities. The Customer agrees to use these features solely for non-commercial, testing, or evaluation purposes, unless explicitly permitted otherwise by Coralogix in writing. The unpaid, trial, or beta features are provided “as-is” and “as-available” without any warranties, express or implied. These features may have limited functionality, may not be fully secure or reliable, and may not have complete support. Coralogix is not obligated to provide support, maintenance, or updates for any unpaid, trial, or beta features. Coralogix reserves the right to modify or discontinue any unpaid, trial, or beta features at any time, with or without notice, and without liability to the Customer. Upon completion of the trial or beta period, or upon Coralogix’s request, the Customer agrees to discontinue use of the unpaid, trial, or beta features. Coralogix may remove or delete any data related to these features, and the Customer understands that continued access to such data or functionality may require a paid subscription or license. To the maximum extent permitted by law, Coralogix disclaims any and all liability arising from or related to the Customer’s use of the platform during the trial or beta period.

**2. Hosting and Availability.** The Services are provided by Coralogix using one or more reputable third-party hosting and cloud infrastructure providers (each, a “**Hosting Provider**”). The availability of the Services is dependent, in part, on the uptime and availability of the Hosting Provider’s infrastructure. Coralogix may, from time to time, engage an alternative reputable Hosting Provider in connection with the provision of the Services, provided that Coralogix shall not change the location of Customer Data without Customer’s prior written consent. The Services shall be available twenty-four (24) hours a day, seven (7) days a week, with a Monthly Uptime Percentage of at least 99.9%, all in accordance with and subject to the [Coralogix Uptime SLA](#) Policy.

**3. Intellectual Property Rights.** Coralogix is the sole and exclusive owner of all rights title and interest, including all intellectual property rights, in and to the Services and all parts and components thereof and any and all derivatives, modifications, enhancements, changes and improvements thereof (the “**Coralogix Technology**”). For the avoidance of doubt, nothing in this Section 3 affects the Customer’s rights in the Customer Data (as defined below), all of which are retained by the Customer.

**4. Feedback.** Customer may provide Coralogix feedback, suggestions, requests for enhancements, recommendations, corrections, or information regarding the Services (including without limitation the Services operation, performance, design of functionality) (collectively “**Feedback**”). Customer hereby grants Coralogix a royalty-free, worldwide, irrevocable, perpetual, unlimited license to use such Feedback in connection with the Coralogix Services. Coralogix shall ensure that its use of any Feedback does not identify the Customer and does not include or disclose Customer Data.

## **5. Use Restrictions and Acceptable Use.**

**5.1 Use Restrictions.** Customer shall not, and shall not permit any third party to:

- (i) use the Services in excess of, or outside the scope of, the metrics, entitlements, or other limitations expressly set forth in the applicable Order and the applicable Documentation;
- (ii) resell, sublicense, distribute, or otherwise make the Services available to any third party, except as expressly permitted under an applicable Order; (iii) reverse engineer, decompile, disassemble, or create derivative works of the Services or the Coralogix Technology, except to the extent expressly permitted by applicable law; (iv) remove, obscure, or alter any

proprietary notices, or challenge Coralogix's intellectual property rights; or (v) use the Services for the purpose of developing, benchmarking, or providing competing observability, monitoring, logging, analytics, or artificial intelligence-based products or services, other than internal evaluation solely for Customer's internal business purposes.

**5.2 Acceptable Use.** Customer shall use the Services in accordance with the applicable Documentation, in a reasonable and good-faith manner, and in compliance with this Agreement and the AI Acceptable Use Policy, and shall not: (i) interfere with or disrupt the security, integrity, or availability of the Services or Coralogix's infrastructure; (ii) attempt to gain unauthorized access to the Services, APIs, accounts, data, or underlying systems; (iii) transmit, ingest, store, or process malware, malicious code, or harmful content through the Services; or (iv) exploit or abuse the Services, including by generating excessive, disproportionate, or abnormal volumes of data ingestion, queries, API calls, alerts, or requests that materially degrade the Services or unreasonably increase Coralogix's operational costs, even if such usage is otherwise within the technical limits of the applicable Order.

## 6. Customer Data and Usability Data.

6.1 Any content, information or data provided or made accessible by Customer to Coralogix or otherwise collected by Coralogix in the course of or in connection with the provision of the Services and/or Customer's use thereof (collectively "**Customer Data**") is and remains (as between the parties) the property of Customer. Customer, and not Coralogix, shall be responsible for the Customer Data as it was provided, transmitted, or made available by, or obtained from Customer, including with respect to the Customer Data accuracy, completeness, truthfulness, errors and omissions and/or infringement of intellectual property of any third party.

6.2 Unless expressly stated otherwise in the applicable Service Documentation or Order, the Services are not intended for the processing of sensitive information or personal data ("**Sensitive Data**"), especially trade secrets, government identifiers, protected health information, payment card data, biometric data, or special categories of personal data as defined under applicable privacy laws such as the GDPR. Customer shall not use the Services to process Sensitive Data and shall use commercially reasonable efforts to minimize the inclusion of any such data in Customer Data, including through filtering, masking and configurations tools available at [Handling PII and Sensitive Data](#) Documentation.

6.3 Customer acknowledges and agrees that Coralogix may collect and process information regarding the configuration, performance, security, access to and use of the Services by Customer ("**Usability Data**") for its internal business purposes including to develop, improve, support, secure and operate services and to fulfill legal obligations. Usability Data shall be aggregated and/or anonymized and shall not include or disclose Customer Data or any content submitted to the Services by or on behalf of Customer.

## 7. Data Security and Privacy.

7.1 During the Term, Coralogix's Service will be provided in accordance with [Coralogix's Security & Compliance Policies](#) and [Technical and Organizational Measures](#).

7.2 If **Customer Data** contains **Personally Identifiable Information**, its collection, storage, handling and processing during the subscription period shall be governed by [Coralogix's Data Processing Agreement](#) ("DPA").

**8. Customer's Representations and Warranties.** Customer represents, warrants, and undertakes that throughout the Term: (i) Customer has obtained and will maintain all rights, licenses, consents, and authorizations necessary to provide Customer Data to Coralogix and to permit its processing in accordance with these Terms and applicable law; (ii) Customer Data, and Coralogix's use thereof as contemplated under these Terms, does not and will not infringe, misappropriate, or otherwise violate any intellectual property, privacy, or other rights of any third party; (iii) Customer will use the Services in compliance with applicable laws and regulations; and (iv) Customer is solely responsible for its systems, configurations, and technical environment used in connection with the Services.

**9. Coralogix Representations and Warranties.** Coralogix hereby warrants and represents that, to its knowledge: (i) the Service, used in accordance with these Terms, does not infringe any third party's intellectual property rights; (ii) in the provision of the Services Coralogix is not in breach of any third-party licenses, permits, and authorizations required for the provision of the Services hereunder; (iii) the Service does not contain any viruses, worms, trojan horses, or other harmful or destructive code; and (iv) Coralogix complies with all applicable laws in its performance of this Agreement.

**10. Support.** Coralogix shall provide chat-based support, available twenty-four (24) hours a day, seven (7) days a week. Coralogix shall use commercially reasonable efforts to ensure the proper functioning of the solution and the availability of the Services, in accordance with generally accepted industry standards and Documentation, and shall provide any additional support services as may be agreed in an applicable Order. Customer's sole and exclusive remedy for any failure by Coralogix to provide Support with reasonable skill, care, and diligence shall be the re-performance of the applicable Support. Full details are set forth in the [Support Policy](#).

## 11. Pricing, Payment and Taxes.

**11.1 Pricing, Fees and Payment Terms.** In consideration for the Services, the Customer shall pay Coralogix non-cancellable and non-refundable fees, all in accordance with these Terms and the applicable Order (the "Fees"). Unless otherwise stated in an Order, pricing for the Services shall be as set forth on the [Pricing Page](#) and shall be calculated based on the Customer's usage. Unless otherwise expressly stated in the applicable Order, Fees shall be invoiced and payable annually in advance. All amounts due shall be paid in USD within thirty (30) days from the invoice date. Notwithstanding the foregoing, any usage exceeding the scope of the applicable Order shall be charged in accordance with the Pricing Page and shall be payable within thirty (30) days from the invoice date, regardless of any other payment terms set forth in the applicable Order.

**11.2 Payment Disputes and Late Payments.** The Customer may dispute an invoice within ten (10) days of receipt by providing written notice to Coralogix stating the good-faith basis for the dispute. Undisputed amounts shall be paid when due. Late payments shall accrue interest at a rate of 1.5% per month (or the maximum rate permitted by law). If the Customer fails to pay any undisputed Fees when due and does not cure such failure within

ten (10) days after receipt of prior written notice from Coralogix, Coralogix may suspend or discontinue the Customer's access to the Services.

**11.3 Digital Payment Means.** Coralogix may at its discretion offer the ability to pay the Fee via its online website, using a credit card, or other virtual wallets or third-party online marketplaces payment services that Coralogix may decide to make available at its sole discretion ("Digital Payment Means"). If Customer is using any Digital Payment Means, Customer represents and warrants that for the entire duration of the Term all authorizations to use such Digital Payment Means are and will remain in effect, the balance to process payments is and shall remain positive to allow the payment processing, and all details provided to Coralogix pertaining to such the Digital Payment Means and related credentials remain up-to-date.

**11.4 Taxes.** All amounts payable under this Agreement are exclusive of any taxes (including, without limitations, sales tax, VAT, and similar taxes to the extent applicable). To the extent required under applicable law, Coralogix will be entitled to add any such applicable taxes, as a separate item in the applicable invoice, and any such taxes shall be borne by the Customer. Except as expressly provided in this Agreement, each party shall bear its own costs and expenses incurred in performance of this Agreement.

**11.5 Purchases Through Authorized Resellers.** The parties agree that Customer may purchase the Services through an Authorized Reseller, and that Customer's use of the Services shall remain subject to this Agreement. Orders placed through an Authorized Reseller, including any multi-year or usage commitments, are not subject to cancellation for convenience by Customer. Where the Services are purchased through an Authorized Reseller, the Reseller shall enter into an applicable order with Coralogix referencing this Agreement, and the commercial terms between Customer and the Reseller, including fees, payment terms, invoicing, and taxes, shall be governed solely by their separate agreement. Coralogix is not a party to such agreement and bears no responsibility for the Reseller's obligations thereunder. For the avoidance of doubt, Customer remains responsible for payment for the Services, whether payable directly to Coralogix or through an Authorized Reseller.

## **12. Limited Warranties.**

Coralogix represents and warrants that the Services shall substantially perform in accordance with the Documentation. In the event of non-compliance, Coralogix shall use commercially reasonable efforts to adjust the Services to substantially perform in conformance with the Documentation, and such adjustment or repair shall constitute Coralogix's sole liability for breach of this warranty and the Customer's sole and exclusive remedy therewith. The warranty set forth above shall not apply if the failure of the Services results from or is otherwise attributable to Customer's acts or omissions in violation of the Terms. Notwithstanding anything to the contrary stated herein, Coralogix shall not be liable for any delay and/or unavailability of the Services, caused due to (i) failure of Customer to access the internet, any other public telecommunications network, or any shortage of power, (ii) any use by the Customer of hardware and systems incompatible with the Services appliance, (iii) maintenance within the Customer's systems affecting the operation of the Services, (iv) The Hosting Provider uptime and availability that has not been adversely affected by Coralogix's actions and (v) in addition Coralogix does not warrant, the

accuracy, completeness, reliability, or suitability of any AI-generated output, nor any decisions, actions, or outcomes based on reliance on such output.

EXCEPT FOR THE WARRANTIES EXPRESSLY PROVIDED BY CORALOGIX IN THIS AGREEMENT, THE SERVICE(S) ARE PROVIDED AND MADE AVAILABLE (INCLUDING ANY OUTPUT, REPORT, SUGGESTIONS, RECOMMENDATION OR ANALYSIS GENERATED, LEARNED, OR MADE AVAILABLE, THEREBY, INCLUDING THROUGH ANY ARTIFICIAL INTELLIGENCE OR MACHINE LEARNING FEATURES) ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ACCURACY. ANY SUCH OUTPUT MAY BE INACCURATE, INCOMPLETE OR MISLEADING AND IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. CUSTOMER REMAINS SOLELY RESPONSIBLE FOR ALL DECISIONS, ACTIONS OR OMISSIONS TAKEN IN RELIANCE THEREON. CORALOGIX DOES NOT WARRANT THAT THE SERVICE WILL BE DELIVERED OR PERFORMED ERROR-FREE OR WITHOUT INTERRUPTION.

### **13. LIMITATION OF LIABILITY.**

(A) TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT FOR A PARTY'S LIABILITY RESULTING FROM EVENT OF GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT OR FRAUD **NEITHER PARTY** OR ITS AFFILIATES SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, REPUTATION, PROFITS, OR DATA.

(B) THE AGGREGATE LIABILITY OF **EITHER PARTY** UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE TO CORALOGIX UNDER THE APPLICABLE ORDER FOR THE SERVICES GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

THE FOREGOING LIMITATION UNDER PARAGRAPH (B) SHALL NOT APPLY TO (I) EITHER PARTY'S LIABILITY UNDER ITS INDEMNIFICATION OBLIGATIONS UNDER SECTION 14 BELOW; (II) CUSTOMER'S LIABILITY IN THE EVENT OF BREACH OF THE SECTION 5 ("USE RESTRICTIONS AND ACCEPTABLE USE"); (III) CUSTOMER'S PAYMENT OBLIGATIONS FOR SERVICES RENDERED; AND (V) A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD IN RELATION TO THIS AGREEMENT.

### **14. Indemnifications.**

**14.1 Coralogix Indemnification.** Coralogix agrees to defend, at its expense, any third party action or suit brought against the Customer alleging that the Services when used as permitted under these Terms and each respective Order, infringes the intellectual property rights of a third party ("IP Infringement Claim"), and Coralogix will indemnify and hold harmless the Customer for any actual damages awarded in a final judgment against the Customer or settled in a settlement approved in writing by Coralogix, that are attributable to such IP Infringement Claim. If the Services become, or in Coralogix's opinion is likely to become, the subject of an IP Infringement Claim, then Coralogix may, at its sole discretion: (a) procure for the Customer the right to continue using the Services; (b) replace or modify

the Services to avoid the IP Infringement Claim; or (c) if options (a) and (b) cannot be accomplished despite Coralogix's reasonable efforts, then Coralogix or Customer may terminate all affected Orders and Coralogix shall provide a pro-rata refund for any amount pre-paid by Customer for the remaining unused period of the Term. Notwithstanding the foregoing, Coralogix shall have no responsibility for IP Infringement Claims to the extent resulting from or related to: (i) Customer Data; (ii) modifications to the Services made by a party other than Coralogix or its designee; (iii) the Customer's failure to implement software updates provided by Coralogix; (iv) combination or use of the Services with any software not supplied by Coralogix or not in accordance with the Documentation; or (v) any output, report, analysis, recommendation or other content generated, learned or produced by the AI Tools.

**14.2 Customer Indemnification.** Customer shall indemnify, defend, and hold harmless Coralogix from and against any third-party claim alleging that the Customer Data infringes or misappropriates such third party's intellectual property rights, provided that Coralogix promptly notifies Customer of the claim and provides reasonable cooperation in the defense. Customer shall control the defense and settlement of the claim, provided that no settlement may impose obligations on Coralogix beyond monetary payments, admit liability on its behalf, or affect its intellectual property or operations without Coralogix's prior written consent. Customer's indemnification obligations shall not apply to the extent the claim results from Coralogix's use of Customer Data in violation of this Agreement. Customer's indemnification obligations shall in all cases be subject to the same limitations of liability that apply to Coralogix under this Agreement.

**14.3** Either party's indemnification obligations are conditional on the indemnified party (i) promptly notifying the indemnifying party in writing of such claim; (ii) allow the indemnifying party to have the sole and exclusive authority to assume all management, handling and defense or settlement of any such claim underlying the indemnity cause; and (iii) providing the indemnifying party with all reasonable information and assistance with respect to handling and managing the claim underlying the claimed indemnity liability, at indemnifying party expense. The indemnified party will not enter into any settlement in connection with the matter underlying the indemnification claim without the indemnifying party's prior written consent.

**15. Confidential Information.** Each party acknowledges that it may have access to certain confidential information of the other party ("Confidential Information"). Confidential Information will include all information in any form that under the circumstances of its disclosure, should reasonably be considered confidential, including but not limited to trade secrets. Each party agrees that it will not use Confidential Information of the other party in any way, except as expressly required for the purposes of this Agreement, nor will it disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary on a need to know basis) any of the other party's Confidential Information and it will take reasonable precautions to protect the confidentiality of such information. Confidential Information shall not include any information that (i) is publicly known, (ii) was in the prior possession of a party and obtained through lawful means, (iii) was disclosed to a party by a third party without breaching any duty of confidentiality and (iv) was independently developed without using Confidential Information.

## **16. Term and Termination.**

**16.1 Term.** The Agreement shall become effective on the earlier of (i) the mutual execution by Customer and Coralogix of an Order referencing these Terms; or (ii) the subscription date set forth in the Order, and unless earlier terminated in accordance with Section 16.2, or 16.3, shall remain in effect for such term as specified in the Order (the “Term”).

**16.2 Regulatory Rights for EU/EEA Customers.** Nothing in this Agreement shall be construed as an acknowledgement that Regulation (EU) 2023/2854 (the “Data Act”) applies to Coralogix or the Services. If, and solely to the extent, the Data Act is determined to apply, Coralogix shall comply with the applicable statutory requirements. Any such compliance shall not relieve the Customer of its obligation to pay all Fees due for the full Term, nor shall it entitle the Customer to receive any refunds or credits for units purchased in advance at a discount, as the Services do not involve customer data storage or vendor lock-in, and such Fees do not constitute switching charges under the Data Act.

**16.3 Termination for Cause.** Either party may terminate an Order and/or this Agreement for cause with immediate effect if: (a) the other party breaches any material term or condition of an Order and/or this Agreement, and such breach (if curable) remains uncured thirty (30) days after date of a written notice of such breach, by the non- breaching party, or (b) the other party seeks protection under any bankruptcy, receivership, trust deed, creditors’ arrangement, composition or comparable proceeding, or if any such proceeding is instituted against that party and not dismissed within sixty (60) days thereafter.

**16.4 Effects of Termination.** Upon termination or expiration of this Agreement and/or an Order: (i) all rights granted to Customer in connection with the Services shall expire, and Customer shall discontinue any further use and access thereof including, to the extent applicable, by deinstalling any Coralogix provided software; (ii) Customer acknowledges that Customer Data processed in connection with the Services is stored per customer choice; either in Customer-controlled storage or in Coralogix-controlled storage for the retention period defined by Customer. Coralogix retains Customer Data solely for the purpose of providing the Services and only for the duration and in the manner configured by Customer. Customer remains solely responsible for defining retention periods, accessing, exporting, and managing its Customer Data. Except as expressly required by applicable law, and as set forth in the Data Processing Addendum, Coralogix shall delete Customer Data following termination or expiration of the Services and shall have no obligation to return, export, migrate, or otherwise retain such Customer Data. If the Customer terminates this Agreement in accordance with Section 16.3 (Termination for Cause), Coralogix will refund to the Customer any prepaid fees covering the remainder of the then-current Subscription Term after the effective date of termination. If Coralogix terminates these Terms in accordance with Section 16.3 (Termination for Cause), the Customer will pay any unpaid fees covering the remainder of the then-current Subscription Term after the effective date of termination. In no event will termination relieve the Customer of its obligation to pay

any fees payable to Coralogix for the period prior to the effective date of termination. Except where an exclusive remedy may be specified in these Terms, the exercise by either party of any remedy, including termination, will be without prejudice to any other remedies it may have under these Terms, by law or otherwise.

**16.5 Survival.** Section 3, 4, 5, 6, 11, 12, 13, 14, 15, 18, 19, 20 shall survive termination or expiration of this Agreement for any reason.

**17. Publicity.** Coralogix may include the Customer's name and logo in its customer lists, website, and marketing materials, consistent with any Customer brand guidelines. Coralogix shall remove any use of the Customer name and logo upon written request.

## **18. Compliance with Applicable Laws**

**18.1 Export and Sanctions.** The Services may be subject to export laws and regulations of the United States and other jurisdictions. Coralogix and Customer each represents that it is not on any U.S. government denied-party list. Customer will not permit to access or use the Service in a U.S. or European Union embargoed countries or regions as may be updated from time to time, nor by any person who is on the U.S. OFAC Specially Designated Nationals List or otherwise on any U.S. government sanctioned or denied-party list persons, or otherwise in violation of any U.S. export law or regulation.

**18.2 Anti-Bribery and Anti-Corruption.** Each party shall comply with applicable laws concerning anti- bribery and anti-corruption, which may include the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act 2010.

**19. Governing law; Jurisdiction.** This Agreement is governed and interpreted as follows, with all disputes arising under it to be resolved exclusively by the specified courts below, without considering conflict of law principles-

<b>Customer's location (as per this Agreement)</b>	<b>Governing law</b>	<b>Jurisdiction of Courts</b>
United States of America	State of New York	New York, New York, USA
India	India	Gurugram, Haryana, India
Israel	Israel	Tel Aviv, Israel
Customers located outside of USA, India and Israel	England	London, United Kingdom

Each party hereby expressly, knowingly, voluntarily and intentionally waive any right to trial by jury of any claim, demand, action or cause of action arising under or in connection with this Agreement.

## **20. Miscellaneous.**

**20.1 Assignment.** Neither party may transfer or assign its rights or obligations under this Agreement without the prior written consent of the other party, except in connection with a merger, reorganization, sale or acquisition of all or substantially all the shares or assets of

the applicable party (in which case no consent shall be required). Any purported assignment contrary to this section shall be void.

**20.2 Entire Agreement.** This Agreement and applicable Order is binding upon, and inures to the benefit of, Coralogix and Customer, and their respective successors. This Agreement constitutes the entire Agreement between the parties and supersedes any previous Agreements or representations, either oral or written with respect to the subject matter of this Agreement. Coralogix may, from time to time, release additional features or Services, which may be subject to separate or specific terms. In the event of any conflict between this Agreement and such specific terms, the specific terms shall govern solely with respect to the applicable feature or Service.

**20.3 Prevailing Agreement.** To the extent explicitly stated in the applicable Order, the terms contained in an applicable Order shall prevail over any contradicting terms contained in the automatic stripe or online package purchase flow made available through the Coralogix website and/or any other online marketplaces.

**20.4. Amendments.** Except as otherwise set forth in Section 20.5, this Agreement may be amended only by a written document duly signed by the authorized representatives of both Parties.

**20.5 Updates.** From time to time, Coralogix may modify this Terms and any of its policies by posting a revised version at <https://coralogix.com/terms-conditions/>. Unless otherwise specified by Coralogix in applicable Order, changes become effective for Customer upon renewal of the then-current subscription term or upon the effective date of a new Order after the updated version of these Terms go into effect. Continued use of the Services after the modification shall constitute the Customer's consent to such modification.

**20.6 Force Majeure.** Neither Party shall be liable for any delay or failure in the performance of its obligations under this Agreement (except for payment obligations) to the extent caused by events or circumstances beyond its reasonable control, including acts of God, war, terrorism, civil unrest, cyberattacks, internet or telecommunications failures, power outages, embargoes, sanctions, or government actions of general application (each, a "Force Majeure Event"). The affected Party shall promptly notify the other Party of the occurrence and expected duration of any Force Majeure Event and shall use commercially reasonable efforts to mitigate its effects and resume performance as soon as practicable.

**20.7 Notices.** All notices shall be in writing and delivered either personally, or by registered mail or courier, to the address and contact of the parties or by email, as set forth in the Order. Legal notices to Coralogix shall also be sent by email to [Legal@Coralogix.com](mailto:Legal@Coralogix.com). Any such notice shall be deemed given five business days after being placed in the mail, or one business day after personal delivery or email. The Customer is responsible for keeping its email address up-to-date with Coralogix.

**20.8. Independent Contractors.** Nothing in this Agreement shall be construed to mean a relationship of agents, partners or joint venture between the parties. The parties are independent contractors.

**20.9 Third Party Services.** To the extent Coralogix provides any third party services, the terms of such third party service provider shall apply.

**20.10. Waiver.** Any failure by a party to insist upon or enforce performance by the other of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement or otherwise by law will not be construed as a waiver of such right.