

TENSORLEAP SUBSCRIPTION AGREEMENT

This Subscription Agreement (together with any order form executed by the parties pursuant hereto (“**Order Form**”) and any Exhibits attached hereto or thereto, collectively, the “**Agreement**”) is made by and between Tensorleap Ltd., an Israeli company, having offices at 40 Tuval St. Ramat Gan, 8th floor (“**Tensorleap**”) and the entity executing the Order Form (“**Customer**”) effective as of the effective date stated in the Order Form.

Tensorleap has developed, and owns or obtained the required license to all rights and title to its proprietary deep-learning software development solution, including without limitation, its proprietary mathematical methods, and advanced distributed computing infrastructure (the “**Solution**”), through which Tensorleap provides its subscribers with certain services aimed at assisting and facilitating its subscribers in building, analyzing and optimizing their neural networks, deep-learning software and models (the “**Solution Service**”), and at providing insights and feedback (the “**Output**”) as to the deep-learning technologies they develop and implement through use of subscriber own data sets also referred to in this Agreement as ‘Customer Data Sets’ and;

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING THE SOLUTION. BY ACCESSING OR USING THE SOLUTION OR ANY PART THEREOF CUSTOMER IS INDICATING THAT IT HAS READ THESE TERMS, UNDERSTAND THEM, AND AGREE TO BE LEGALLY BOUND BY THEM. IF YOU DO NOT AGREE TO ANY OF THESE TERMS OR ARE NOT AUTHORIZED TO BIND THE ENTITY ON BEHALF OF WHICH YOU ARE ACTING, PLEASE DO NOT ACCESS OR USE THE COMPANY'S SOLUTION.

1. DEFINITIONS.

“**Affiliate**” means any entity which controls, is controlled by or is under common control with either of the parties, whether by ownership or management. Any entity shall be deemed to “control” another entity if it owns directly or indirectly more than 50% of the outstanding voting securities or capital of other entity or other comparable equity with respect to an entity other than a company.

“**Documentation**” means the instructions, user guides, manuals and release notes that are provided by Tensorleap to Customer and that are generally provided by Tensorleap to its customers, in printed and/or electronic form, that describe the installation, operation, use or technical specifications of the Solution.

“**Services**” shall mean, collectively, the Solution, Output, Solution Services, and any other services made available to Customer hereunder, together with any related Documentation,

“**Solution**” means the Solution (as defined above) together with all Updates and Upgrades thereto (to the extent made available to Customer hereunder), for which Customer has purchased a subscription as set forth in the Order Form(s).

“**Updates**” means any unspecified updates, service patches, or releases made to the Solution from time to time which may enhance or improve existing features, or functions, modules, and technology which are generally made available by Tensorleap to its Customers at no additional costs. These Updates may contain, among other things, error corrections, bug-fixes, enhancements or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency or quality of the Solution.

“**Upgrades**” any new version of the Solution, service patches, or releases thereof which includes material new features and/or new capabilities beyond the existing scope of the features and/or capabilities of the Solution.

“**User**” means Customer’s individual employees, agents, contractors, consultants, suppliers or other individuals who are authorized under the applicable Order Form to use the Services pursuant to the terms and conditions of this Agreement.

2. RIGHTS TO USE; RESTRICTIONS ON USE

2.1 The type, scope and deployment mode (either through cloud or on-prem deployment) of the subscription for the use of the Services (“**Subscription**”) are detailed in the Order Form and shall include

the contemplated period of the Subscription (the “**Subscription Period**”). If Customer wishes to extend the Subscription Period or increase its scope, purchase of additional Subscription Periods and capacity is required.

2.2 Subject to payment of the applicable Fees (as defined below), Tensorleap hereby grants Customer a limited, revocable, nonexclusive, non-transferable and non-assignable right, solely for the duration of the Subscription Period, to use the Services as made available by Tensorleap in accordance with the scope and capacity set forth in the applicable Order Form, solely for the purpose of supporting its internal development of its own deep-learning neural networks and models (the “**Purpose**”), all in accordance with the terms and conditions set forth hereof and in the Order Form.

2.3 Tensorleap may make Documentation available to Customer solely for the Purpose, during the Subscription Period. Customer may print or copy the Documentation as needed for such own internal use provided that all copyright notices are included therein and no changes or derivatives are made thereto. The Documentation shall be considered as Tensorleap's Confidential Information (as further defined). Unless the Documentation is separately referred to herein, all references in this Agreement to the Solution and/or Services shall include the Documentation.

2.4 This Agreement only gives Customer limited rights to use the Services as explicitly set forth hereunder and Tensorleap reserves all other rights. Customer may use the Services only as expressly permitted herein except if otherwise required under applicable law. Customer agrees that it will not, and will not permit others to: (i) use the Solution or Solution Services for any purpose other than the Purpose or at any location, network, capacity or deployment, other than as made available by Tensorleap and as expressly permitted hereunder and under the Order Form; (ii) use the Solution or Solution Services or any part thereof for provision of services which are competitive with the Solution or Solution Services, or which essentially make the Solution or Solution Services, their functionality or any part thereof available to third parties, including without limitation as a managed service or otherwise offer for sale, lease, license commercialize, transfer, distribute or otherwise dispose of the Solution Services or of its rights to access and use the Solution; (iii) modify, translate, emulate, convert to another programming language, reverse engineer, decompile, debug, reproduce in any form or disassemble, make derivatives works of all or any part of the Solution or the Solution Services, or derive source code, techniques, algorithms or processes from the Solution or Solution Services, nor attempt to do any of the foregoing; (iv) use the Solution or Solution Services, or the results of its assessment of the Solution Services for its own competing development activities or otherwise disclose such results and conclusions to any third parties; (v) test or use the Solution Services in connection with any benchmark tests or any other tests or comparisons of which the results are to be published in any form or media; (vi) represent that Customer possess any proprietary interest in the Solution or Solution Services; and (viii) directly or indirectly, take any action to contest Tensorleap's intellectual property rights in or in connection to the Solution or Solution Services or related services or infringe them in any way.

2.5 This Agreement does not grant Customer any rights to Tensorleap's trademarks or service marks. Customer will not remove or modify any Services markings or any notice of Tensorleap's proprietary rights.

2.6 Customer acknowledges and agrees that the proper use of the Services may require one or more compatible hardware, internet access, and certain software as further described in the applicable Order Form and/or Documentation provided by Tensorleap.

2.7 The rights granted to Customer in this Agreement may not be assigned or transferred by Customer to a third party, without Tensorleap's prior written consent. Tensorleap may assign or transfer (i) its rights to receive money hereunder and any applicable Order Form to any third party without limitation subject only to prompt written notice to Customer, and (ii) any and all other rights and obligations and undertakings hereunder to any Tensorleap Affiliate or in connection with a sale or transfer of all or substantially all of Tensorleap's assets, stock or business by sale, merger, consolidation, or similar transaction. Any purported assignment or transfer in violation of this section shall be void.

3. FEES

3.1 Customer shall pay the amount of fees due to Tensorleap for the Subscription and Services as set forth in the Order Form (the “**Fees**”). Payment shall be due in accordance with the payment schedule set

forth in the Order Form. Unless otherwise set forth in the applicable Order Form payments shall be made in US Dollars by wire transfer to Tensorleap designated bank account (as notified to the Customer in writing). All Fees and other payments under any Order Forms shall be non-cancellable and the sums paid non-refundable except in the case of termination of this Agreement by Customer for breach by Tensorleap (pursuant to the terms of this Agreement) in which case Customer shall be entitled to a refund of prepaid fees for Services not rendered due to such termination on a prorated basis from the termination date.

Customer acknowledges that non-use of the Solution shall not relieve Customer from its obligation to pay the Fees for the Subscription Period. Any payment or part thereof that is not paid by Customer when due shall constitute sufficient cause for Tensorleap to suspend its performance hereunder and terminate this Agreement (or any applicable Order Form), provided that a seven (7) days prior notice was provided.

3.2 Unless otherwise specifically stated in the Order Form, any discounts provided will apply only to the specific term they were granted. The Fees are exclusive of all taxes (such as value added tax, sales tax, use tax, excise, goods and services tax, etc.), levies, or duties, which may be imposed in respect of this Agreement (the “**Taxes**”), except for income tax, corporate tax and employment taxes imposed on Tensorleap. If any Taxes are required to be withheld at source and remitted to the authorized tax authority, Customer shall pay an amount to Tensorleap such that the net amount payable to Tensorleap after withholding of Taxes shall equal the amount that would have been payable under this Agreement if such withholding was not applied.

4. SUPPORT AND MAINTENANCE; PROFESSIONAL SERVICES.

4.1 Unless otherwise indicated in the applicable Order Form, subject to payment of applicable Fees, Tensorleap shall provide standard support and maintenance services in accordance with the Service Level Agreement available at <https://tensorleap.ai/SLA> (“**Support Services**”). The Support Services may require Customer to grant Tensorleap remote or local access to Customer’s network and systems in order to allow Tensorleap to provide such Support Services, subject to the Customer’s security policies. Customer acknowledges that Tensorleap shall not be liable for failure to provide support and maintenance if Customer chooses not to grant Tensorleap such access.

4.2 Unless otherwise expressly indicated in the Order Form, the Support Services do not include any configuration, installation, integration, customization or other services (“**Professional Services**”) with respect to the Solution. If Customer desires to receive any Professional Services with respect to the Solution, such Professional Services shall be governed by a separate Order Form and statement of work to be agreed upon in writing between the parties hereto.

5. WARRANTY; DISCLAIMERS

5.1 **Limited Product Warranty.** Tensorleap warrants, for Customer’s benefit alone, that the Services as provided by Tensorleap, if operated as directed and in accordance with the Documentation and herewith, shall be free from material defects in design and construction, and shall operate substantially in accordance with the express functional specifications in the Documentation.

5.2 **Disclaimers.** IT IS AGREED AND ACKNOWLEDGED THAT (I) THE SERVICES INCLUDE A COMPLEX COMPUTER SOFTWARE THE PERFORMANCE OF WHICH WILL VARY INTER ALIA DEPENDING ON THE CUSTOMER’S HARDWARE PLATFORM, SOFTWARE INTERACTIONS, NETWORK, THE CONFIGURATION OF THE SOLUTION AND OTHER FACTORS WHICH ARE NOT CONTROLLED BY TENSORLEAP AND THAT EXCEPT FOR THE EXPRESS WARRANTIES STATED ABOVE, THE SERVICES ARE NEITHER FAULT TOLERANT NOR FREE FROM ERRORS, CONFLICTS OR INTERRUPTIONS AND TENSORLEAP DOES NOT WARRANT OR GUARANTEE THAT THE SERVICES WILL MEET CUSTOMER’S REQUIREMENTS, THAT THE SERVICES WILL OPERATE ERROR-FREE, THAT CUSTOMER’S USE OF THE SERVICES WILL BE UNINTERRUPTED, THAT IT WILL BE COMPATIBLE WITH ALL OF CUSTOMER’S EQUIPMENT OR SOFTWARE CONFIGURATIONS OR THAT TENSORLEAP WILL CORRECT ALL ERRORS IN THE SERVICES; AND (II) THE SERVICES ARE PROVIDED SOLELY AS A DEVELOPMENT-SUPPORT TOOL AND ANY OUTPUT AND IMPLEMENTATION BY CUSTOMER OF THE SOLUTION SERVICE MUST BE VALIDATED BY CUSTOMER PRIOR TO THEIR IMPLEMENTATION.

EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 5.1 ABOVE THE SERVICES AND THE DOCUMENTATION ARE PROVIDED “AS IS”, AND TENSORLEAP EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY CONCERNING USE, PERFORMANCE, ACCURACY, FITNESS FOR PURPOSE, OR RESULTS OF THE SERVICES AND CUSTOMER’S CONSUMPTION OF THE SERVICES IS PERFORMED AT CUSTOMER’S RISK.

5.3 Exclusive Remedies. For any partial or complete unavailability of the Services in breach of the warranties contained in Section 5.1, Customer’s exclusive remedy, and Tensorleap’s entire and sole liability under this Agreement, shall be to comply and perform in accordance with the Support Services; provided that Customer (a) has fully paid all applicable fees, (b) is not otherwise in breach of this Agreement, and (c) has reported in writing to Tensorleap the claimed failure as soon as reasonably possible after discovery. Tensorleap will have no obligation or liability under this Section 5 if the Services have been: (i) altered, modified, or serviced other than by Tensorleap; (ii) improperly installed or used in a manner other than as specified in the Documentation; or (iii) if Customer violated the Subscription restrictions set forth under section 2.5 hereto; and notwithstanding anything to the contrary, Tensorleap shall have no responsibility or liability for problems or damages caused in such (i) to (iii) cases.

6. INTELLECTUAL PROPERTY; CONFIDENTIAL INFORMATION

6.1 Intellectual Property. No rights other than those expressly granted hereunder, shall pass to the Customer and nothing in this Agreement constitutes a waiver of Tensorleap’s intellectual property rights under any law. Customer acknowledges and agrees that as between Customer and Tensorleap, the Solution, the Solution Services and the Documentation, including any corrections, modifications, enhancements, or derivatives works thereof, and Updates, and/or Upgrades thereto, are and shall at all times remain Tensorleap’s exclusive property protected under copyright laws, patent law, and/or other laws and international treaties protecting intellectual property rights and trade secrets. Customer will not knowingly do anything to impair Tensorleap’s proprietary rights in the Solution or Solution Services or seek to acquire or register any rights in Tensorleap’s proprietary marks, copyrights or information. In the event Customer provide Tensorleap with suggestions, comments or other feedback relating to the Solution or Solution Services (collectively “**Feedback**”), whether such Feedback is provided or generated (as applicable) prior to, on or after the Effective Date of the applicable Order Form, such Feedback shall become property of Tensorleap and/or its Affiliates.

6.2 All Customer proprietary data and information made available by Customer for processing and analysis by the Solution including without limitation, Customer’s deep-learning models (the “**Models**”) or Customer’s data sets used to train such Models (“**Customer Data Sets**”) and any Output produced by the Solution Services as a result of its processing and analysis of the Models and the Customer Data Sets, is and shall at all times remain the property of Customer. Unless specifically authorized in this Agreement or in writing by Customer, and then only to the extent so authorized, Tensorleap shall not use the Customer Data Sets in any manner whatsoever except as required to provide the Solution Services. In the event that Customer includes in the Customer Data Sets any personal and/or identifying information of any person, the processing of such data by Tensorleap shall be according to Section 7 hereto.

6.3 Customer hereby authorizes Tensorleap and grants Tensorleap (i) a limited, non-exclusive and royalty-free right, for the Term only, to access Customer network and to access process and use Customer Data Sets and Models on Customer’s behalf, for the sole purpose of providing the Services as contemplated hereunder, and (ii) a limited, non-revocable, perpetual, non-transferable, non-sub-licensable, non exclusive, royalty-free right to use, any depersonalized anonymous or statistical data, which does not identify Customer or any of its Users, which is derived or deduced by Tensorleap from Customer’s use of the Services pursuant hereto and which is not Customer Data Sets, for Tensorleap’s research, development and internal uses.

6.4 Confidential Information. Prior to or during the Term, the parties may, directly or indirectly, disclose to each other, or have access to, certain Confidential Information (as defined below) of the other party, whether in writing, oral form or in any other manner. For the purposes of this Agreement, “**Confidential Information**” means any and all information, data and know-how of a private, non-public

or confidential nature, in whatever form, that relates to the business, financial condition, technology and/or products of the disclosing party, its Affiliates, customers, suppliers, or potential customers or suppliers, provided or disclosed to the receiving party or which becomes known to the receiving party, or is viewed by the receiving party during a visit to the disclosing party's facilities, whether or not marked or otherwise designated as "confidential", "proprietary" or with any other legend indicating its proprietary nature. By way of illustration and not limitation, Confidential Information of Tensorleap includes all forms and types of financial, business, scientific, technical, or engineering information and know-how, including but not limited to in relation to the Solution and/or the Solution Services including the pricing terms of any Order Form. Confidential Information of Customer includes but is not limited to all Customer Data Sets, Models and Output. "**Confidential Information**" shall not include information or any matter that the receiving party can demonstrate by written and dated evidence: (a) was already known to the receiving party from a source other than the disclosing party prior to disclosure; (b) was independently developed by the receiving party without use of, or reference to, the Confidential Information; (c) has become a part of the public knowledge, through no fault of, or breach of this Agreement by the receiving party; (d) was lawfully received by the receiving party from another person or entity having no confidentiality obligation to the disclosing party or its Affiliates; or (e) is explicitly approved in writing by the disclosing party for release by the receiving party. The receiving party shall treat all Confidential Information of the disclosing party as strictly confidential, and except as expressly contemplated hereunder it shall: (a) not, directly or indirectly use or otherwise exploit Confidential Information for any other purpose other than for performing hereunder; (b) refrain, either by itself or through any third party, from analyzing or attempting to analyze the Confidential Information or any part of it, including by way of disassembly, decompiling or reverse engineering any samples, prototypes, software or other tangible objects, in order to determine the composition, design or specifications thereof; (c) not modify, create derivative works based, or emulate the functionality of any samples, prototypes, software or other tangible objects constituting Confidential Information; (d) protect and safeguard the Confidential Information against any unauthorized use, disclosure, transfer or publication with at least the same degree of care as it uses for its own confidential or proprietary information, but in no event using less than a reasonable degree of care; (e) restrict disclosure of the Confidential Information to its directors, officers, employees and agents ("**Representatives**") who clearly have a need-to-know such Confidential Information, and for no purpose other than for performing hereunder; (f) advise such Representatives of their obligations to comply with the terms and conditions of this Agreement, and receiving party shall be liable for any acts or omissions of its Representatives as if performed by the receiving party; and (g) notify the disclosing party immediately upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement. In the event that the receiving party becomes legally compelled to disclose any of the Confidential Information, it will provide the disclosing party with prompt notice thereof so that the disclosing party may seek a protective order or other appropriate remedy against the disclosure, and in any event, will limit the disclosure to the greatest extent reasonably possible under the circumstances. The receiving party acknowledges that a breach of this Section will cause irreparable damage to disclosing party that cannot be calculated or that cannot be adequately compensated for by money damages and, accordingly, the disclosing party shall be entitled to seek injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.

7. PRIVACY & INFORMATION SECURITY.

7.1 Tensorleap and Customer shall comply with all privacy and data protection laws, including without limitation, the European Union's General Data Protection Regulation (2016/679) ("**GDPR**"), and any other applicable laws and regulations relating to the processing of "*Personally Identifiable Information*" ("**PII**") (as such terms are defined in the GDPR) and privacy protection as amended from time to time that apply to them in connection with the Customer Data Sets ("**Data Protection Laws**"). In addition the processing by Tensorleap of any PII of Customer or any person acting on its behalf shall be governed by the Tensorleap privacy policy located at <https://tensorleap.ai/privacy-policy/>. The Parties acknowledge and agree that the Customer Data Sets is not intended to include any PII. Accordingly, the Parties acknowledge that if and to the extent that the Customer Data Sets shall include PII ("**Data Set PII**"), then (i) Tensorleap shall be deemed a '*Data Processor*' of Customer with respect to the processing by Tensorleap of such Data Set PII, and (ii) Customer shall be deemed a "*Data Controller*" (as such terms are defined by the GDPR) and (iii)

prior to any transfer of such Data Set PII by Customer, the Parties shall execute a Data Processing Agreement, in such form to be reasonably acceptable to both Parties, in such respect. Customer represents and warrants that it is and shall be legally authorized and where applicable has or shall have obtained all approvals, consents (including by providing the required notices to data subjects) as required for Customer to allow Tensorleap to process the Data Set PII in accordance herewith. Customer hereby agrees that, in the event of any such use of Data Set PII, Tensorleap may retain the Data Set PII for as long as Customer's account is active or as otherwise needed to provide Customer with the Services contemplated hereunder and as permitted by applicable law. Tensorleap may retain Data Set PII even after Customer deactivates its account or ceases to use the Services, but only as reasonably necessary to comply with any of Tensorleap's legal obligations, prevent fraud and abuse, enforce Tensorleap's agreements and/or protect its legitimate interests.

7.2 Without limiting the foregoing, and in addition to its confidentiality and security obligations as otherwise set forth in the Agreement, Tensorleap will, with respect to Data Set PII, use commercially reasonable efforts to (i) ensure the security and confidentiality of such information or materials, (ii) protect against any anticipated threats or hazards to the security or integrity of such records, (iii) detect unauthorized access to or use of such records or information, and (iv) protect against unauthorized access to or use of such records or information that would result in harm to Customer. The specific information security precautions used by Tensorleap are located at <https://tensorleap.ai/information-security-precautions>.

8. INDEMNIFICATION

8.1 Indemnification by Tensorleap. Tensorleap shall defend, indemnify and hold Customer harmless from any claim, suit, expenses, damages, or proceeding, finally awarded by a court of competent jurisdiction, brought against Customer by a third party (i) alleging that the Services, as delivered and when used in accordance with the terms of this Agreement, infringe any third party patent, copyright or other intellectual property right, or (ii) resulting from Tensorleap breach of its obligations under section 7 (each a "**Claim**"). Tensorleap will pay the amount of any final judgment or settlement of such Claim awarded against Customer, provided that Customer gives Tensorleap written notice promptly upon becoming aware of such Claim or threat of Claim, including full information and reasonable assistance and allows Tensorleap to assume full control of the defense and settlement of such Claim, provided that Tensorleap shall not enter into any settlement of a Claim which requires Customer to admit any wrongdoing or that otherwise does not relieve Customer of all liabilities directly associated with such Claim without Customer's written consent, which consent shall not be unreasonably withheld.

8.2 Limitations on Indemnity Obligations. Tensorleap shall have no liability for any Claim resulting from: (i) unauthorized modification of the Services by Customer; (ii) use by Customer of a superseded or altered release of the Services or Documentation if such Claim would have been avoided by the use of a current Update or Upgrade that Tensorleap made available to Customer; (iii) the combination, operation or use by Customer of the Services furnished under this Agreement with software or hardware not furnished or approved for such combination, operation or use by Tensorleap if the Claim would not have arisen but for such co-operation.

8.3 Remedies. Without in any way limiting Tensorleap's obligations to indemnify and defend Customer under Section 8.1(i), in the event of an infringement Claim, Tensorleap may, at its option and expense, either: (i) obtain for Customer the right to continue to use the Services; (ii) replace the Services with a product with substantially equivalent functionality; or (iii) modify the Services so that it becomes non-infringing, while maintaining substantially equivalent functionality. If (i), (ii) or (iii) above are not commercially practical, then Tensorleap may elect to give Customer a refund of prepaid fees on a prorated basis from the date the Services became unavailable for Customer's use and shall be entitled to terminate this Agreement and any relevant Order Form.

9. LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL OR EQUITABLE BASIS FOR THE CLAIM, NEITHER PARTY, NOR ANY OF ITS AFFILIATES OR SUPPLIERS, WILL BE LIABLE FOR ANY INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL

DAMAGES, DAMAGES FOR LOST PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION, LOSS OF DATA OR BUSINESS INFORMATION) ARISING IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, SUPPORT SERVICES, OR PROFESSIONAL SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO THE FEES PAID TO TENSORLEAP HEREUNDER IN THE TWELVE (12) MONTHS' PERIOD PRECEDING THE APPLICABLE DATE A CLAIM IS MADE. THE FOREGOING LIMITATIONS OF THIS SECTION 9 WILL NOT APPLY TO LIABILITY CAUSED BY EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 6.4, LIABILITY FOR AN INDEMNIFIED CLAIM UNDER SECTION 8, EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR CUSTOMER'S BREACH SECTION 2.4 HEREUNDER.

10. TERM AND TERMINATION. This Agreement shall enter into effect upon the Effective Date of the applicable Order Form, and unless terminated earlier in accordance with the terms hereof or any terms of termination expressly set forth in an applicable Order Form, it shall continue until the expiration of all Subscription Periods set forth in the applicable Order Forms executed between the parties hereunder (the "**Term**"). Either party may terminate this Agreement and any applicable Order Form if the other party breaches its terms and such breach is not cured within thirty (30) days of the terminating Party's written notice of such breach. Sections 2.4, 2.5, 6, 7, 9, 10, 11 and 13 will survive any termination or expiration of this Agreement and any Order Form. In case Customer increases the Services capacity by executing with Tensorleap an additional mutually agreed upon Order Form (the "**Increase Order**"), the then current Subscription Period shall extend such that it becomes coterminous with the Increase Order's Subscription Period.

11. RETURN OR DESTRUCTION OF SOLUTION AND DOCUMENTATION. Upon termination or expiration of this Agreement and the applicable Order Form, Customer must immediately and in any event within thirty (30) days thereafter cease using the Solution Services and the Solution, permanently delete and remove any and all portions of the Solution (if such were made available to Customer) including Solution Agents from its systems and network, and promptly return the Documentation and any copies thereof (in all forms, partial and complete, in and on all types of media and computer memory, and whether or not modified or merged into other materials) to Tensorleap or certify in writing that it has been destroyed and either party shall return to the other party and purge its systems from any Confidential Information of the other Party that it holds or has access to, and certify of the same in writing. Upon termination or expiration of this Agreement Tensorleap shall make the Output it holds, available for Customer to download for a period of thirty (30) days, following such period, Tensorleap shall delete any such Output.

12. PUBLICITY. Unless Customer notifies Tensorleap otherwise in writing at any time, Tensorleap may use Customer's name and/or logo to refer to Customer as a customer of Tensorleap. Any such use shall terminate upon termination of this Agreement and the applicable Order Form(s).

13. GOVERNING LAW. Unless otherwise set forth in any applicable Order Form, this Agreement and all Order Forms, the interpretation thereof, and any claims and disputes related hereto, shall be governed by the laws of the State of Israel without regard to conflict of laws' provisions that would result in the application of the laws of any other jurisdiction, and any and all such claims and disputes shall be brought in, and you hereby consent to them being litigated in and decided exclusively by the competent courts located in the Tel Aviv, Israel.

The United Nations Convention of Contracts for the International Sale of Goods shall not apply to the Agreement. The provisions of this section shall not prevent either party from seeking immediate injunctive relief in any court of competent jurisdiction.

14. GENERAL. In the event any provision or part of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, it shall be amended to the extent required to render it valid, legal and enforceable, or deleted if no such amendment is feasible, and such amendment or deletion shall not affect the enforceability of the other provisions hereof; No waiver of any breach of this Agreement will be a waiver of any other breach, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving party. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches; This Agreement, including any referenced Order Forms and exhibits constitutes the entire agreement between the Parties hereto and supersedes all previous agreements or representations, written or oral, with respect to its subject matter. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party; Paragraph headings in this Agreement have been inserted merely for convenience and shall not affect the rights and obligations of the parties hereto or the meaning of the language in this Agreement; This Agreement may be executed in several counterparts, each of which shall together constitute one and the same instrument; The relationship of the Parties shall be governed by this Agreement. Nothing in this Agreement shall be deemed to constitute any party the partner of the other party, nor constitute any party the agent or legal representative of the other party. It is not the intention of the Parties to create, nor shall this Agreement be construed to create any commercial or other partnership. Neither of the Parties shall have any authority to act for or to assume any obligation or responsibility on behalf of the other party. Neither of the parties shall hold itself out as a partner of the other party; In any suit or proceeding between the parties hereto relating to this Agreement, the prevailing party will have the right to recover from the other its costs and reasonable fees and expenses of attorneys, and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal, separately from and in addition to any other amount included in such judgment. This provision is intended to be severable from the other provisions of this Agreement and shall survive and not be merged into any such judgment; Any conflicting terms and conditions contained in either party's purchase order, in any proposal, quotation, delivery note, invoice, statement or any other such documents between the parties shall not have any effect, unless mutually agreed upon in writing and expressly stating to be preceding any conflicting terms of this Agreement.
