



MATRIX MARKETPLACE GENERAL TERMS & CONDITIONS

By placing an order for purchase herein from Matrix I.T. CloudZone Ltd. ("Matrix"), you ("Customer") confirm its acceptance and undertakes, as a material term for using the applicable Products, to meet the following terms and conditions ("Terms and Conditions"):

1. The Products. The use the products referred to herein, or any part thereof or any related data and documentation ("Products") is subject, in addition to the Terms and Conditions herein, to (i) the respective Product's licensor's ("Licensor") applicable end user license agreement or terms of use and any applicable documentation, as updated from time to time, of any kind and respect, including with respect to licensing, related services and any related rights and obligations, a current version of which is located at the at the address set forth herein: www.redhat.com/licenses/cloud_cssa ("Products Terms"); and (ii) the applicable cloud services provider's standard marketplace contract (the "CPSMC"). In the event of conflicts or inconsistency between the Terms and Conditions, the Products Terms and the CPSMC, precedence in the following order shall apply, unless provided otherwise herein (listed in order of priority): (i) Products Terms; (ii) CPSMC; (iii) Terms and Conditions. All Products' Intellectual property rights, usage rights, trademarks, patents or any other rights belong to Licensor or other third party. Accepting the right to use the Products constitutes an obligation not to copy, reproduce, distribute, sell, license, publicly display, execute, publish, modify, reverse engineer, create derivatives or create any product or material, using the Products, without the advance, express written consent of Matrix / Licensor and as specified in such consent and not to allow any third party to act as detailed above. For the avoidance of doubt, it is clarified that clear that Matrix' grant of license to use the Products to Customer, is not to infringe or derogate from any of Licensor's rights. Any breach of this Section 1 will constitute a material breach of the applicable Product's Products Terms.

2. License to Use. Subject to Products Terms, these Terms and Conditions and in consideration of the full and timely payment of applicable fees ("License Fees"), as applicable, Matrix will provide the Customer with a non-exclusive, non-unique, non-transferable / assignable / sublicensable right to use the Products for Customer's self-use for its internal business, all subject to and in accordance with Products Terms.

3. Support. Matrix helpdesk contact details shall be provided to a trained and qualified Customer representative for the applicable bugs report. The call and services window for giving notice of bugs and services provision, will be on the following workdays, during the following hours of work: Sunday to Thursday from 08:00 to 17:00, excluding holiday eve, holidays, bank holidays and statutory holidays. Customer may call Matrix helpdesk in case its technical teams encountered a problem. Matrix shall do its best to solve the malfunction. Licensor support will be given under Products Terms. Matrix shall respond to service calls according to the following response times: (i) Material malfunctions (critical, severe or harming installed application function) – Up to 4 work hours from Customer call until initial inspection; (ii) non-material malfunctions – up to 24 working hours from Customer call until initial inspection; Matrix will use its best endeavors until a solution to the malfunction. Licensor support shall be provided according to Products Terms. (F) Handling the malfunction will be in accordance with the circumstances and at Matrix' sole discretion, as follows: (i) telephone support; (ii) Remote support via e-mail or other applications; (iv) remote connection. (G) Matrix shall have no liability whatsoever for any malfunction caused by anything other than the Products, and the maintenance services provided to Customer will not include malfunction and/or damage and/or bug and/or defect and/or product failure, in any of the Products and/or any component thereof, incurred by any of the following, all of which, as performed by Matrix, provided in fees of additional payment according to the then current Matrix support personnel work hours rates: (i) the use of the products or any of their component (in this section together and separately: "the Solution") not in accordance with Matrix or Licensor's instructions or for their intended purpose; (ii) modification and/or correction of the Solution not made or authorized by Licensor / Matrix; (iv) third-party products; (v) mutilation, intentional damage, malicious act, accident, force majeure, natural disasters of all kinds, neglect, fire or water damage, electrical interference, support by anyone other than Matrix, force majeure including nature, war, sabotage, attack and the like for reasons beyond reasonable control of the Matrix / Licensor; (vi) inappropriate site conditions or non-compliance with the requirement to maintain an adequate workspace; (vii) outages and/or interruptions and/or disruptions and/or disconnections and/or malfunctions caused by Customer systems and/or the public telephone network and/or by any other communication network including the Internet and/or any other communication component; (viii) hardware or software failures that are not supported by Licensor (end of support / end of life).



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4. Limitation of Liability. Notwithstanding anything to the contrary, to the extent permitted by law, in no event shall Licensor / Matrix be liable for any damages caused to the customer and/or any third party in connection with the Products, including loss of income, expected profit, data loss, loss of computer time, and any incidental, special, indirect or consequential and/or circumstantial damage, of any kind or nature, even if it has been advised of the possibility of such damages. Furthermore, except as required by law, licensor and/or Matrix will not be liable towards customer and/or any third party for any event beyond their control, including the unavailability of a site or as a result of hacking, unauthorized access and/or hostilities, including any damage, malfunction, deletion, loss of information of any kind, loss of profit, damaged reputation, cost of procurement of substitute goods, technology or services, loss or corruption of data or interruption of use. Customer hereby waived any claim or demand against Licensor / Matrix in this regard. In respect of open source components, their applicable licenses shall apply. Without derogating from the above, if for any reason Licensor / Matrix will be held liable for any liability in connection with the Products, their liability shall be limited to financial remedies not exceeding a total and cumulative sum equal to the annual License Fees, for the 12 (twelve) months preceding the event giving rise to such liability, for all financial remedies the Customer may be entitled to and for any and for all damages, jointly and severally, if any, and for any and all events to any extent and for any reason. It is hereby expressly clarified that, with the exception of the foregoing, Licensor and/or Matrix shall not be liable for any damages other as stated herein. Indemnification for infringement of intellectual property rights by the Products shall be in accordance with the Products Terms. Indemnification is subject to a final conclusive judgment by a court of competent jurisdiction and is conditioned upon Customer (a) promptly giving written notice of the claim to Matrix, (b) giving Matrix sole control of the defense and settlement of the claim; and (c) providing Matrix reasonable information and assistance in connection with the claim.

5. General. (i) Without prejudice to any other available right or remedy under applicable law, in case of a material breach by Customer of the Products Terms, these Terms and Conditions or the CPSMC, as applicable, Matrix may withhold or terminate and declare the expiration of Customer's right to use the Products. (ii) It is hereby clarified and agreed that any right, exemption, relief, waiver, benefit, discount, limitation of liability or permit, which hat applies to Licensor according to its Products Terms, applies to Matrix as well. (iii) These Terms and Conditions shall be governed by the laws of the State of Israel and any dispute arising out of or in connection with this Agreement is hereby submitted to the sole and exclusive jurisdiction of the competent courts in Tel Aviv, Israel.