MATRIX SOFTWARE PRODUCTS GENERAL TERMS AND CONDITIONS & CONDITIONS

By placing an order according to Matrix I.T. Software Products Ltd. ("Matrix" and the "Proposal", respectively), Customer confirm his acceptance and undertakes, as a material term for using the products within in the Proposal, to meet the following terms and conditions (the "Terms and Conditions"):

1. **The Products**. Any software Products / license / services / subscription, included in the Proposal or any part / upgrades / additions / copies thereof or any related data and documentation (the "Products") are subject to the respective Licensor's (the "Licensor") End User License Agreement ("EULA") related to the Products, of any kind and aspect, including with respect to licensing, support and maintenance and any related rights and obligations ("Licensor Terms"). 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 clarify 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 EULA.

2. **License to Use**. Subject to Licensor Terms, the Proposal terms, these Terms and Conditions and In consideration of the full and timely payment of license / subscription / maintenance 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 Licensor Terms.

3. **Products Use, Subscription and Maintenance**. Product's use / subscription / maintenance, includes the supply of the Products / maintenance as is (out of the box), in accordance with the Proposal and with Licensor Terms (as as shall be amended from time to time) as detailed in the Proposal, and do not include any working hours (including installation, training, implementation etc.); for such services, Customer will be invoiced based on Matrix then current customary labor costs. Customer will not be entitles for the use / subscription / maintenance of the Products, until full and timely payment of all due payments, according to the Proposal.

4. **Products Maintenance Services**. (A) Maintenance services will include: (1) Product's new releases and documentation as provided by Licensor; (2) bug fix services, as detailed below. (B) The maintenance term will renew automatically every year, for consecutive and successive one year terms, unless terminated by either party. (C) Customer shall not be entitled for maintenance services until full payment of maintenance fees. Retroactive renewal by Customer of overdue maintenance agreement is conditional upon Licensor's approval and subject to Licensor Terms. Customers may terminate the maintenance services by not less ninety (90) days written notice to Matrix prior to end of applicable maintenance term. (D) Maintenance Services Prerequisites: (1) All compute components used by the product shall be updated continuously according to Matrix requirements without any change or revision; (2) Supported product are Licensor's latest / available version and include applicable issued patches; (3) 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 Licensor 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 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 Licensor Terms. (F) Handling the malfunction will be in accordance with the circumstances and at Matrix' sole discretion, as follows: (i) telephone support; (ii) on-site support (extension of the standard service with additional fees); (iii) 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) Customer's decision not to install an up-to-date version of the Product or not to take precautions, despite the Matrix / Licensor's written recommendation; (vii) inappropriate site conditions or non-compliance with the requirement to maintain an adequate workspace; (viii) non-Matrix transport; (ix) outages and/or interruptions and/or disruptions and/or disconnections and/or malfunctions caused by the customer systems and/or the public telephone network and/or by any other communication network including the Internet and/or any other communication component; (x) hardware or software failures that are not supported by Licensor (end of support / end of life).

5. **Fees**. (A) Usage/Subscription/Maintenance fees shall be fully and duly paid in cash and in advance before receiving right to use / subscription / maintenance services. First installment shall be made at the time of ordering. (B) Matrix will invoice the Customer immediately by the end of the maintenance term included in the usage fees (if included), in advance for each maintenance year, and so for each additional maintenance year. (C) Hardware components upgrades (including replacement), shall be based on Licensor Terms. Costs of upgrading hardware components (including hardware replacement) shall be based on Licensor's policy. Maintenance fee updates derived from the upgrade shall be based on the Matrix applicable then current price list. (D) Payment terms: (a) all payments are exclusive of VAT and/or taxes/ levies, which shall be added to each payment at due rate in force at the time of the payment; (b) Prices quoted in US dollars, will be paid according to the official daily exchange rate on the day of invoice; (c) actual payment will be made at net 30 days from the date of invoice to Customer; (d) delayed payments shall bear a yearly interest rate of the Israeli prime rate + 5%; (e) the annual product maintenance fee is upfront for each year and is 20% of the Products price list at the time of invoice. Matrix has the right to raise the annual maintenance fee by up to 10% per year. First year maintenance fees is mandatory.

6. **Limitations of Liability**. Notwithstanding anything to the contrary in any agreement or applicable law, 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/maintenance, 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 waved 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 Proposal and/or these Terms and Conditions and/or Products and/or maintenance services, their liability shall be limited to financial remedies not exceeding a total and cumulative only in a cumulative sum not exceeding the annual consideration actually paid to Matrix in consideration of the Products usage / Subscription / maintenance services Fee, 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 damages and for all damages individually or jointly, 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. Indemnification for infringement of intellectual property rights by the Products shall be in accordance with Licensor's Terms. Any indemnity by Matrix 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.

7. **General**. (A) Without prejudice to any other right or remedy of Matrix, in case of a material breach by Customer of these Terms and Conditions or any Product's license terms, Matrix may withhold or terminate the maintenance /support services for the Products and declare the expiration of Customer's right to use the Products. Matrix will not be bind to any order, unless expressly approved by Matrix in writing. Any terms or conditions in an order, which do not comply with or include the Terms and Conditions expressly set forth herein, are hereby null and void, even if expressly or implicitly approved by Matrix. (B) The Proposal excludes costs and/or installation of hardware and infrastructure components, as required for the operation of the Products (C) These Terms and Conditions, the Proposal and the information included in them, are considered Matrix property and confidential and proprietary information, and may not be used, directly or indirectly, without Matrix' prior written approval. (D) Customer will periodically provide, upon Matrix/Licensor's request, reports of its installed products, divided by components/modules. Each report will include, inter alia, the edition / product version, infrastructure configuration serving the installed product, type and version of databases etc. in addition, Customer will report any usage exceeding the acquired license scope. Matrix shall be entitled to audit Customer records from time to time, upon reasonable prior notice to Customer and during Customer normal business hours, audit such records, to verify the accuracy of such reports, either on its own or by auditor on its behalf, including an accountant of its choice. Customer's order is subject to Customer's signing of the applicable Licensors' EULAs. It is hereby clarified and agreed that any right, exemption, relief, waiver, benefit, discount, limitation of liability or permit, which hat applies to Licensor in the applicable EULA, applies to Matrix as well. (F) These Terms and Conditions shall prevail unless otherwise expressly agreed to by Matrix, in advance and in writing. Any reservations or comments by Customer with respect to the provisions herein are void. (G) These Terms shall be governed by Israeli law. Any dispute shall be submitted to the Israeli court in Tel Aviv, Israel

8. **Harbor –** The service contains a usage of Harbor product, the following link that contains Harbor's EULA is also applicable for this service
In the event of a contradiction between the aforementioned terms and Harbor's EULA terms, the stricter term will be the prevailing term:

https://github.com/goharbor/harbor/blob/main/LICENSE

9. **Docker –** The service contains a usage of Docker product, the following link that contains Docker EULA is also applicable for this service

In the event of a contradiction between the aforementioned terms and Docker EULA terms, the stricter term will be the prevailing term:

https://www.docker.com/legal/docker-subscription-service-agreement/

10. **BMC Software** – The service contains a usage of BMC Software product, the following link that contains BMC Software's EULA is also applicable for this service.
In the event of a contradiction between the aforementioned terms and BMC Software's EULA terms, the stricter term will be the prevailing term:

https://www.bmc.com/content/dam/bmc/corporate/end_user_license_agreement.pdf

11. **License Unit – Per Resource** - A license is required for the highest monthly average of Resource Units monitored, managed, or discovered by the Product(s). A Resource Unit (RU) is any type of physical or virtual data center asset or cloud computing service with the corresponding values determining the license capacity and product licenses consumed.

The following details the list of supported RUs by asset type and their corresponding value:
- 1 Resource Unit = 1 Server
- 1 Resource Unit = 5 Storage Ports
- 1 Resource Unit = 5 Network Devices
- 1 Resource Unit = 5 PaaS Resources
- 1 Resource Unit = 5 Containers
- 1 Resource Unit = 5 Telco Devices
- 1 Resource Unit = 5 Client Devices (ex Laptop)
- 1 Resource Unit = 10 IoT Devices
- 1 Resource Unit = 1 Undocumented asset

For example, if the desired Licensed Capacity consists of 100 Servers, 50 containers and 50 network devices, the Licensed Capacity would equate to 120 RUs.