CORALOGIX MASTER SUBSCRIPTION TERMS

Updated December 2024

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 at its discretion (**"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 Customer's compliance with the terms, conditions and restrictions under the Agreement, including Customer's full and timely payment of applicable Fee(s) (as defined below), Coralogix hereby grants Customer a non-exclusive, non-transferable, non-sublicensable, revocable and limited right to access the platform and use such Services as listed in an applicable Order, all in object code form only, during the Term, for Customer's internal business purposes only, and within the scope specified 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 To the extent Coralogix makes available to Customer certain tools and/or features utilizing artificial intelligence technology ("**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](#).

1.6 Trial / Beta Access Terms. 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 a third-party reputable hosting services provider(**"Hosting Provider"**). The availability of the Services shall be contingent on the Hosting Provider's uptime and availability. On the effective date the Hosting Provider is AWS. Coralogix may engage an alternative reputable hosting

services provider, in which case Coralogix shall notify Customer (according to the provisions of the Data Processing Agreement ("DPA" further described below).

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**").

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 will not identify the Customer, Customer's customers or any identifiable person.

5. **Use Restrictions**. Customer shall not, and shall not allow any third party: (i) to use the Services beyond the licensed scope as set forth under the applicable Order; (ii) to infiltrate, hack, reverse engineer, decompile, or disassemble the Coralogix Technology or any part thereof, for any purpose, nor attempt to do any of the foregoing; (iii) to represent that it possesses any proprietary interest in the Coralogix Technology or any part thereof, nor remove, alter or obscure any copyright, trademark or other proprietary rights notice, on or in, the Services; (iv) to directly or indirectly, take any action to contest Coralogix's intellectual property rights in the Coralogix Technology or infringe them in any way; (v) except as specifically permitted hereunder, to use the name, trademarks, trade-names, and logos of Coralogix (vi) to distribute, license, sublicense, grant access, or sell the Services or provide the Services as a service or as part of the service-bureau to any third party, unless expressly permitted under and applicable Order; (vii) to modify, alter, copy, transfer, emulate or create any derivative works of the Coralogix Technology or any part thereof; (viii) to bundle, integrate, or attempt to integrate with the Services, any third-party software technology other than as expressly permitted in writing by Coralogix; (ix) to use the Services for the purpose of any benchmarking or for competing services, activities or competing purposes (other than internal benchmarking and evaluation for Customer's internal business purposes which is not precluded hereunder); or (x) to use the Services for any unlawful purpose.

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 The Services are not designed for processing sensitive information or personal data. Therefore, Customer Data must not include items such as trade secrets, social security numbers, protected health information, PCI DSS data, or special categories of personal data as defined under the GDPR, CCPA, or other applicable privacy laws. Coralogix provides the Customer with configuration tools to filter and mask Customer Data before it is sent to the Service. The Customer is responsible for using these tools or implementing other internal measures to ensure such data is not processed by the Services.

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. The Usability Data and Coralogix use thereof will not identify any person, nor identify the Customer or Customer's customers.

7. **Data Security and Privacy**

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

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 hereby warrants, represents and covenants that for the duration of the Term: (i) Customer has obtained and is compliant with any third-party licenses, permits, consents and authorizations required in connection with the collection, processing and storage of the Customer Data and for the provision of, or making available of the Customer Data, to Coralogix under this Agreement; (ii) the Customer Data does not infringe upon any third party's rights, including but not limited to any third party intellectual property rights, privacy rights or publicity rights; (iii) the Customer Data does not contain any viruses, worms, trojan horses or other harmful or destructive code; (iv) the Customer shall not install any hidden components or bundle any additional software; (v) the Customer will comply with all applicable laws, in its performance of this Agreement, including all applicable privacy laws and regulations; and (vi) the Customer Data and the products offered by Customer are not offensive, obscene or libelous, do not include any offensive material, do not offer or contain gambling products, counterfeit goods, tobacco, firearms, sexually explicit content, illegal.

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.** During the Term of this Agreement, and unless otherwise agreed under an applicable Order Coralogix will provide support chat, which shall be available 24 hours a day, 7 days a week. Coralogix shall use commercially reasonable efforts to ensure the proper functionality of the solution and the availability of the Service as reasonably customary in the industry; and any such additional support services as may be agreed in an applicable Order. Customer's sole and exclusive remedy for any alleged failure by Coralogix to provide Support with reasonable skill, care and diligence shall be performance of the applicable Support. You may view the detailed Support Policy at [Support Policy](#).

11. **Payment and Taxes.**

11.1 **Fees and Payment Terms.** In consideration for the Services the Customer shall pay Coralogix a non-refundable fee, payable on an annual basis (unless otherwise provided in an Order), all in accordance with the terms of the relevant Order (the "Fee"). Unless specified otherwise in the Order, Customer shall pay the Fee(s) and any amounts due under the Order within 30 days of the date of an invoice.

11.2 **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.

11.3 **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.

11.4 Unless otherwise specified in an Order, all payment shall be made in USD. Amounts that are not paid in accordance with the terms stated in this Agreement and in the Order will be subject to a late charge of 1.5% per month. Coralogix may suspend or discontinue Customer's access to the Service in case of failure to pay the Fees on the date due. All payments under this Agreement are non-refundable.

11.5 If Customer purchased Services from an Authorized Reseller, unless otherwise specified in Authorized Reseller Order the Payments and Taxes shall be subject to these Terms. Coralogix may, at its discretion, terminate or suspend Customer's access to the Services if the Customer is in default of any payment concerning the Services due to Coralogix or via 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 with said adjustment or repair be 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 Agreement. Notwithstanding anything to the contrary stated herein, Coralogix shall not be liable for any delay and/or unavailability of the Services, caused due to (a) failure of Customer to access the internet, any other public telecommunications network, or any shortage of power, (b) any use by the Customer of hardware and systems incompatible with the Services appliance, (c) maintenance within the Customer's systems affecting the operation of the Services, (d) The Hosting Provider uptime and availability that has not been adversely affected by Coralogix's actions and (e) output relying on tools and/or features utilizing third party artificial intelligence technology.

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) ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ACCURACY. CORALOGIX DOES NOT WARRANT THAT THE SERVICE WILL BE DELIVERED OR PERFORMED ERROR-FREE OR WITHOUT INTERRUPTION. CORALOGIX SHALL NOT BE RESPONSIBLE FOR ANY WARRANTIES AND REPRESENTATIONS MADE BY ANY AUTHORIZED RESELLER TO CUSTOMER, AND SUCH WARRANTIES AND REPRESENTATIONS ARE THE SOLE RESPONSIBILITY OF SUCH AUTHORIZED RESELLER

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) WITHOUT DEROGATING FROM THE GENERALITY OF THE FOREGOING, **EITHER PARTY'S** AND ITS AFFILIATES', DIRECTORS, EMPLOYEES, AGENTS AND CONTRACTORS MAXIMUM AGGREGATE LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL FEES PAID OR PAYABLE UNDER THE APPLICABLE ORDER TO CORALOGIX IN THE TWELVE MONTHS PERIOD 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 AND (II) CUSTOMER'S LIABILITY IN THE EVENT OF BREACH OF THE SECTION 5 ("RESTRICTIONS ON USE") AND CUSTOMER'S PAYMENT OBLIGATIONS FOR SERVICES RENDERED.**

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; or (iv) combination or use of the Services with any software not supplied by Coralogix or not in accordance with the Documentation.

14.2 Customer Indemnification. Customer shall defend, indemnify and hold harmless Coralogix from and against any claims, damages, costs, liabilities and expenses (including reasonable attorneys' fees) arising out of or related to a third-party claim against Coralogix resulting from Customer's breach of its representations or obligations 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, shall remain in effect for such term as specified in the Order (the "**Term**").

16.2 **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.

16.3 **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 shall, at its sole discretion and responsibility download all of its Customer Data prior to the effective date of termination. If the Customer terminates this Agreement in accordance with Section 16.2 (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 16.2 (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.

16.4 **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 issue a press release, case study, or general marketing communications concerning its involvement with Customer, including identifying the Customer as a customer of Coralogix in any Coralogix corporate sales presentations, trade shows, and websites. Coralogix shall remove any use of the Client 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-

Customer's location (as per this Agreement)	Governing law	Jurisdiction of Courts
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 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.

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. All amendments may be made only in writing.

20.5 Force Majeure. Neither party will be liable for any delay or failure to perform its obligations hereunder resulting from circumstances or causes beyond its reasonable control including, but not limited to on account of strikes, shortages, riots, insurrection, fires, flood, storms, explosions, acts of God, war, government or quasi-governmental authorities actions, acts of terrorism, earthquakes, or power outages.

20.6 Updates. From time to time, Coralogix may modify this Agreement. Unless otherwise specified by Coralogix, 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. Coralogix will use reasonable efforts to notify Customer of the changes through communications via Customer's Account, email or other means. Customer may be required to click to accept or otherwise agree to the modified Terms before renewing a Subscription Term or upon the effective date of a new Order, and in any event continued use of any Coralogix Services after the updated version of this Agreement goes into effect will constitute Customer's acceptance of such updated version.

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 be sent by email to 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. You are responsible for keeping your 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.