General Terms

These General Terms (including all exhibits, annexes, and appendices, collectively referred to as the "Terms") are entered into by and between **Mave Security Ltd.** ("Company") and the entity executing the corresponding Order Form where applicable ("**Customer**") - each a "**Party**" and collectively, the "**Parties**". By signing, or by accepting these Terms electronically (including by clicking "I agree," "accept," or similar buttons), Customer confirms that it has read, understood, and agreed to be bound by these Terms. The date of such acceptance shall be deemed the **Effective Date**. Customer's use of the Services (as defined below) is subject to and conditioned upon compliance with these Terms. Customer hereby waives any applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law.

1. **Definitions**. The following capitalized terms have the meanings set forth below:

1.1 "**Affiliate**" with respect to any entity, means any other entity controlling, controlled by or under common control with such entity, where "control" means direct or indirect ownership or voting control of fifty percent (50%) or more of the equity or voting securities of the entity in question or having the power, by commitment or otherwise, to elect a majority of the Board of Directors (or similar governing body) of the entity in question.

1.2 "**Customer Data**" means electronic data and content that originates, resides on, or is otherwise processed through Customer's systems and processed by Company in the provision of the Service by Customer excluding Analytics Information (defined below).

1.3 "**Feature**" means any module, tool, functionality, or feature of the Service.

1.4 "**Order Form**" means a written or electronic order form that you may have entered into with Company while registering for the Service, to/in which these Terms are attached or incorporated, and which is agreed by the Parties. The Order Form shall include the commercial terms, including the Subscription Scope, agreed between the Parties.

1.5 "**Output**" means the Output Reports, data presented on the Service's dashboard and any feedback sent from the Service.

1.6 "**Output Reports**" means reports generated through the use of the Services and includes output concerning Customer's systems.

1.7 "**Subscription Scope**" means any Service usage and/or limitations set forth in the Order Form .

1.8 "**Subscription Term**" means either the Service subscription period specified in the Order Form.

1.9 "**Users**" means an employee of Customer authorized to access and use the Service on behalf of Customer.

2. **Subscription**.

2.1 Access Right. Subject to the terms and conditions of these Terms, Company hereby grants Customer a limited, worldwide, non-exclusive, non-sublicensable, non-transferable and revocable right to remotely access the Company's software-as-a-service solution (the "**Service**") and the Output and any Output Reports provided during the Subscription Term for Customer's internal business purposes (collectively, the "**Subscription**"). Unless otherwise indicated, the term "**Service**" also includes any manual or documentation provided or made available to Customer in connection with the operation of the Service ("**Documentation**"). Customer may use the Service subject to the Subscription Scope, other usage limitations or restrictions specified in these Terms, and applicable laws and regulations.

Customer shall be solely responsible for providing all equipment, systems, assets, access, and ancillary goods and services needed to access and use the Service and for ensuring their compatibility with the Service.

2.2 Additional Purchases. Purchases of access to additional Features and/or additional volume under the Subscription Scope (collectively, "**Additional Purchases**") shall be documented by a mutually signed written addendum to the Order Form or by executing a new Order Form, in each case according to the pricing agreed between the Parties. If Customer makes any Additional Purchases during a Subscription Term, the Subscription Fees and the Service term therefore will be prorated to be coterminous with the Subscription Term.

2.3 Account Setup. In order to access the Service, Customer is required to set up an account with Company, by submitting the information requested in the applicable Service interface ("**Account**"), and each User may need to set up a user account (each, a "**User Account**", and references herein to the "Account" shall be deemed to include all such User Accounts if applicable). Customer warrants that all information submitted during the registration process is, and will thereafter remain, complete and accurate. Customer shall be responsible and liable for all activities that occur under or in the Account. Customer will require that all Users keep user ID and password information strictly confidential and not share such information with any unauthorized person. Customer shall be fully responsible and liable for any breach of these Terms by a User. Customer must ensure that each User complies with the terms herein. Any unauthorized access to or use of the Service must be immediately reported to the Company.

2.4 Hosting. The Service is hosted by a third party hosting services provider selected by Company ("**Hosting Provider**"), and accordingly the availability of the Service shall be in accordance with the Hosting Provider's then-current uptime commitments.

2.5 Integration. Customer may allow Company to automatically retrieve data from Customer's or its third-party systems or services for Customer ("**Integrations**"). Customer hereby represents and warrants that Customer has the permission, authority, and rights for such Integrations and hereby grant Company permission for integrations where Customer links Customer's or its third-party systems in its user account or through such tools as Company may provide. Company disclaims any liability associated with providing Integrations on Customer's behalf. When Customer connects its systems, tools, or accounts for Integrations, Customer authorizes Company to: (i) store and use any data and use any materials Company need to do the integration and provide Customer the Service, (ii) gather any data reasonably necessary for Company to provide the Service to Customer; and (iii) otherwise take any action in connection with such service as is reasonably necessary for Company to provide the Service to Customer. Customer agrees that third-party service providers are entitled to rely on the foregoing authorization Customer has granted. Customer hereby agrees that if its rights and authority to allow Company automatic access to such system(s) lapses, Customer will immediately disable such integrations from within its user accounts.

2.6 POC. The Company may offer a free, no-obligations POC period of the Services, for the period specified under the relevant Order Form where applicable ("**POC Period**"). Customer acknowledges and agrees that these Terms are applicable and binding upon Customer during the POC Period and that Company: (a) does not make any commitments in connection with the Services during the POC Period, and any of the representations, warranties or other obligations of the Company hereunder (including, without limitation, any indemnification obligations of Company under these Terms shall not apply; and (b) may send Customer, subject to Customer opting out, communications and other notices about the Services to Customer's email address. The Company reserves the right to modify, cancel and/or limit the POC Period offer at any time. The Company also reserves the right to add promotions with respect to the Services and withdraw such promotions, at the Company's discretion.

3. **Support Services**.

Company shall provide support and maintenance services in accordance with Company's then current Service Level Agreement (the "**SLA**"). The support and maintenance services may be performed by Company and/or Company's certified third party providers. Company shall be responsible for such service providers' performance of the support and maintenance services. The term "Subscription" shall include the services provided under the SLA. Customer acknowledges and agrees that Company may from time to time, during the Subscription Term, develop bug fixes and/or patches ("**Updates**"), which may remotely and automatically update and maintain the Service components (including if installed on Customer's premises). In addition, Company may from time to time, during the Subscription Term, develop enhancements, new releases, new Features, new versions of and other changes to the Service (collectively, "**Upgrades**"), which may remotely and automatically upgrade the Service components (including if installed on Customer's premises). For clarity, such Updates and/or Upgrades do not include any generally-available (GA) release of the Service (typically including new Features, functionality and/or enhancements) that is subject to the payment of separate fees.

4. **Subscription Fees**.

4.1 Subscription Fees. Customer shall pay Company the subscription fees and other related fees (if any) specified in the Order Form (the "**Fees**").

4.2 General. Unless expressly stated otherwise in the Order Form: (a) all Fees are stated, and are to be paid, in U.S. Dollars; (b) all payments under these Terms are without any right of set-off or cancellation; (c) all Fees are payable, and shall be invoiced, in advance, and shall be paid within thirty (30) days of receipt of invoice; and (d) any amount not paid when due will accrue interest on a daily basis until paid in full, at the lesser of the rate of one and a half percent (1.5%) per month and the highest amount permitted by applicable law.

4.3 Suspension. Company reserves the right to temporarily suspend provision of the Service: (a) if Customer is seven (7) days or more overdue on a payment; (b) if Company deems such suspension necessary as a result of Customer's breach under Section 4 (*Subscription Restrictions*); (c) if Company reasonably determines suspension is necessary to avoid material harm to Company or its other customers, including if the Service's cloud infrastructure is experiencing denial of service attacks or other attacks or disruptions outside of Company's control, or (d) as required by law or at the request of governmental entities.

4.4 Taxes. Amounts payable under these Terms are exclusive of all applicable sales, use, consumption, VAT, GST, and other taxes, duties or governmental charges, except for taxes based upon Company's net income. In the event that Customer is required by any law applicable to it to withhold or deduct taxes for any payment, then the amounts due to Company shall be increased by the amount necessary so that Company receives and retains, free from liability for any deduction or withholding, an amount equal to the amount it would have received had Customer not made any such withholding or deduction. If a purchase order (or purchase order number) is required by Customer in order for an invoice to be paid, then Customer shall promptly provide such purchase order (or number) to Company.

5. **Subscription Restrictions**. As a condition to the Subscription, and except as expressly permitted otherwise herein, Customer shall not do (or permit or encourage to be done) any of the following Subscription restrictions (in whole or in part): (a) copy, "frame" or "mirror" the Service; (b) sell, assign, transfer, lease, rent, sublicense, or otherwise distribute or make available the Service to any third party (such as offering it as part of a time-sharing, outsourcing or service bureau environment); (c) publicly perform, display or communicate the Service; (d) modify, alter, adapt, arrange, or translate the Service; (e) decompile, disassemble, decrypt, reverse

engineer, extract, or otherwise attempt to discover the source code or non-literal aspects (such as the underlying structure, sequence, organization, file formats, non-public APIs, ideas, or algorithms) of, the Service; (f) remove, alter, or conceal any proprietary rights notices displayed on or in the Service; (g) circumvent, disable or otherwise interfere with security-related or technical features or protocols of the Service; (h) make a derivative work of the Service, or use it to develop any service or product that is the same as, competes with (or substantially similar to) it; (i) store or transmit any robot, malware, Trojan horse, spyware, or similar malicious item intended (or that has the potential) to damage or disrupt the Service; or (j) take any action that imposes or may impose (as determined in Company's reasonable discretion) an unreasonable or disproportionately large load on the servers, network, bandwidth, or other cloud infrastructure which operate or support the Service, or otherwise systematically abuse or disrupt the integrity of such servers, network, bandwidth, or infrastructure (collectively, the "**Subscription Restrictions**").

6.   **Personal Data**. Customer hereby warrants and represents that (a) it will provide all appropriate notices, and has obtained and will maintain all required informed consents and licenses and will maintain all ongoing legal bases; and (b) it will comply at all times with any and all applicable privacy and data protection laws and regulations (including, without limitation, the EU General Data Protection Regulation ("**GDPR**")), for allowing Company to use and process the data in accordance with these Terms (including, without limitation, the provision of such data to Company (or access thereto) and the transfer of such data by Company to its affiliates, subsidiaries and subcontractors, including transfers outside of the European Economic Area), for the provision of the Service and the performance of these Terms. To the extent that Customer needs a data processing agreement, Customer shall request Company to provide it with Company's Data Processing Agreement ("**DPA**") and shall return such DPA signed to Company as described therein. In the event Customer fails to comply with any data protection or privacy law or regulation, the GDPR and/or any provision of the DPA, and/or fails to return an executed version of the DPA to Company, then to the maximum extent permitted by law, Customer shall be solely and fully responsible and liable for any such breach, violation, infringement and/or processing of personal data without a DPA.

7.   **Mutual Warranties**. Each Party represents and warrants that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; and that the execution and performance of these Terms will not conflict with other agreements to which it is bound or violate applicable law.

8.   **Intellectual Property Rights**.

8.1 <u>Service</u>. As between the Parties, Company is, and shall be, the sole and exclusive owner of all intellectual property rights in and to: (a) the Service and all related software and intellectual property; and (b) any and all improvements, derivative works, and/or modifications of/to the foregoing, regardless of inventorship or authorship. Customer shall make, and hereby irrevocably makes, all assignments necessary or reasonably requested by Company to ensure and/or provide Company the ownership rights set forth in this paragraph. Company shall be entitled, from time to time, to modify and replace the Features (but not material functionalities, unless it improves the material functionality) and user interface of the Service. Nothing herein constitutes a waiver of Company's intellectual property rights under any law.

8.2 <u>Feedback</u>. If Company receives any feedback (which may consist of questions, comments, suggestions or the like) regarding any of the Services (collectively, "**Feedback**"), all rights, including intellectual property rights in such Feedback shall belong exclusively to Company and such shall be considered Company's Confidential Information. Customer hereby irrevocably and unconditionally transfers and assigns to Company all intellectual property rights it has in such Feedback and waives any and all moral rights that Customer may have in respect thereto. It is further understood that use of Feedback, if any, may be made by Company at its sole discretion, and that Company in no way shall be obliged to make use of the Feedback.

8.3 <u>Analytic Information</u>. Customer acknowledges and agrees that Company may collect and process information regarding the configuration, performance, security, access to and use of the Services by Customer for its internal business purposes including to develop, improve, support, secure and operate the Services and to fulfill legal obligations. Any anonymous information, derived from the use of the Service (i.e., metadata, aggregated and/or analytics information and/or intelligence relating to the operation, support, and/or Customer's use, of the Service) which is not personally identifiable information and does not identify Customer ("**Analytics Information**") may be used by Company to provide the Service, for compliance with applicable laws, and for development and/or statistical purposes. Analytics Information is Company's exclusive property.

8.4 <u>Customer Data</u>. Customer hereby grants Company and its Affiliates a worldwide, non-exclusive, non-assignable (except as provided herein), non-sublicensable (except to Company's subcontractors, if applicable), non-transferable right and license, to access and use the Customer Data for Company's provision of the Service and as further specified in these Terms . The Services do not operate as an archive or file storage service and Customer is solely responsible for backups of Customer Data. As the exclusive owner of the Customer Data, Customer represents, warrants and covenants that Customer has received and/or obtained any and all required consents or permits and has acted in compliance with any and all applicable laws to allow Company to receive, transfer and use the Customer Data in order to perform the Service and as further specified in these Terms. Company may use or disclose the Customer Data: (a) to satisfy any applicable law, regulation, legal process, subpoena or governmental request; and/or (b) to collect, store, transfer, and/or process the Customer Data through Company's Affiliates, third party service

providers and vendors, as reasonably necessary to provide the Service. Company will maintain commercially reasonable administrative, technical, and physical safeguards designed to protect the security, confidentiality, and integrity of the Customer Data.

9.   Third Party Components and Sources. The Services may include third party software components and artificial intelligence and language-generation models that are subject to open source and/or pass-through commercial licenses and/or notices (the "**Third Party Software**" and "**Third Party Software Terms and Notices**", respectively). Company may make available with the Services a list of such Third Party Software and Third Party Software Terms and Notices, and will comply with any valid written request submitted by Customer to Company for exercising Customer's rights under such Third Party Software Terms and Notices. Company does not make any representation, warranty, guarantee, or condition, and does not undertake any defense or indemnification, with respect to any Third Party Software.

10.   Confidentiality. "**Confidential Information**" means any non public information disclosed by or on behalf of one Party ("**Discloser**") to the other Party ("**Recipient**") pursuant to these Terms that is marked as "confidential," or in some other manner to indicate its confidential nature or which is confidential by its nature. Confidential Information does not include any information which: (i) is or becomes generally known and available to the public through no act of the Recipient; (ii) was already in the Recipient's possession without a duty of confidentiality owed to the Discloser at the time of the Discloser's disclosure; (iii) is lawfully obtained by the Recipient from a third party who has the express right to make such disclosure; or (iv) is independently developed by the Recipient without breach of an obligation owed to the Discloser. The Recipient may use the Discloser's Confidential Information solely to perform its obligations under these Terms. Except as set forth in the immediately following sentence, the Recipient will not disclose the Discloser's Confidential Information to any third party except to its employees, consultants, affiliates, agents, and subcontractors having a need to know such information to perform its obligations under these Terms who have signed a non-disclosure agreement with the Recipient containing terms at least as protective of the Discloser's Confidential Information as those contained herein. The Recipient may disclose the Discloser's Confidential Information to the extent that such disclosure is required by law or by the order of a court of similar judicial or administrative body, provided that it notifies the Discloser of such required disclosure to enable Discloser to seek a protective order or otherwise to prevent or restrict such disclosure. All right, title, and interest in and to Confidential Information are and will remain the sole and exclusive property of the Discloser. Notwithstanding anything to the contrary in these Terms, Company's obligations with respect to the protection of Customer Data are solely as set forth in Section 8.4 (*Customer Data*). The Recipient will use no less than commercially reasonable efforts to protect the Discloser's Confidential Information from unauthorized access, use, or disclosure.

11.   DISCLAIMER OF WARRANTIES. Company represents and warrants that, under normal, authorized use, the Service shall substantially perform in conformance with its Documentation. As Customer's sole and exclusive remedy and Company's sole liability for breach of this warranty, Company shall use commercially reasonable efforts to repair the Service. The warranty set forth herein shall not apply if the failure of the Service results from or is otherwise attributable to: (i) repair, maintenance or modification of the Service by persons other than Company or its authorized contractors; (ii) accident, negligence, abuse or misuse of the Service; (iii) use of the Service other than in accordance with the Documentation; or (iv) the combination of the Service with equipment or software not authorized or provided by Company. OTHER THAN AS EXPLICITLY STATED IN THESE TERMS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE ANY OUTPUT AND ANY OUTPUT REPORTS THEREOF ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY DOES NOT WARRANT THAT: (i) THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, OR OPERATE ERROR-FREE. EXCEPT AS SET FORTH IN SECTION 7 (*MUTUAL WARRANTIES*) AND THIS SECTION 11, COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, SATISFACTORY QUALITY TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY WILL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR FOR ISSUES RELATED TO PUBLIC NETWORKS OR CUSTOMER'S HOSTING SERVICES. CUSTOMER ACKNOWLEDGES AND AGREES THAT ARTIFICIAL INTELLIGENCE AND MACHINE LEARNING ARE RAPIDLY EVOLVING FIELDS, AND THAT, GIVEN THE PROBABILISTIC NATURE OF ARTIFICIAL INTELLIGENCE AND MACHINE LEARNING, USE OF THE SERVICES MAY IN SOME SITUATIONS RESULT IN INCORRECT OUTPUT. CUSTOMER IS SOLELY RESPONSIBLE AND LIABLE FOR EVALUATING AND VERIFYING (INCLUDING WITHOUT LIMITATION BY HUMAN REVIEW) THE OUTPUT AND/OR OUTPUT REPORTS AS BEING SUITABLE AND APPROPRIATE FOR CUSTOMER'S USE.

12.   LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, PROFITS, REPUTATION OR GOOD WILL, DATA, OR DATA USE, OR THE COST OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES. WITHOUT DEROGATING FROM COMPANY'S INDEMNIFICATION OBLIGATION UNDER SECTION 13 AND EXCEPT FOR ANY DAMAGES RESULTING FROM ANY BREACH OF EITHER PARTY'S CONFIDENTIALITY OBLIGATIONS HEREIN, WILLFUL MISCONDUCT, AND/OR CUSTOMER'S MISAPPROPRIATION OR OTHERWISE VIOLATION OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS (INCLUDING VIOLATION OF THE SUBSCRIPTION RESTRICTIONS BY CUSTOMER(: EITHER PARTY'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS , WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE

AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID OR PAYABLE TO COMPANY BY CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. FOR CLARITY, THE LIMITATIONS IN THIS SECTION DO NOT APPLY TO PAYMENTS DUE TO COMPANY UNDER THESE TERMS (INCLUDING ITS EXHIBITS).

13. **Indemnification**.

13.1 Company agrees to defend and hold harmless, at its expense, any third party action or suit brought against Customer alleging that the Services, when used as permitted under these Terms, infringes intellectual property rights of a third party ("**IP Infringement Claim**"); and Company will pay any damages finally awarded by a court of competent jurisdiction against Customer that are attributable to any such IP Infringement Claim, provided that Customer (i) promptly notifies Company in writing of such claim; and (ii) grants Company the sole authority to handle the defense or settlement of any such claim and provides Company with all reasonable information and assistance in connection therewith, at Company's expense. Company will not be bound by any settlement that Customer enters into without Company's prior written consent.

13.2 If the Service becomes, or in Company's opinion is likely to become, the subject of an IP Infringement Claim, then Company may, at its sole discretion: (a) procure for Customer the right to continue using the Service; (b) replace or modify the Service to avoid the IP Infringement Claim; or (c) if options (a) and (b) cannot be accomplished despite Company's reasonable efforts, then Company may terminate the affected Order Form(s) upon written notice to Customer, and Customer shall be entitled to receive a pro-rated refund of any prepaid Subscription Fees under such Order Form(s) based on the remaining period of the corresponding Subscription Term(s).

13.3 Notwithstanding the foregoing, Company shall have no responsibility for IP Infringement Claims resulting from or based on: (i) Company's compliance with Customer's instructions or specifications; or (ii) the combination or use of the Services with equipment, devices or software not supplied by Company.

This Section 13 states Company's entire liability, and Customer's exclusive remedy, for any IP Infringement Claim.

14. **Term and Termination**.

14.1 Term. These Terms commences on the Effective Date and, unless terminated in accordance herewith, shall continue in full force and effect for the duration of the Subscription Term.

14.2 Termination for Breach. Each Party may terminate this engagement (and the respective Order Form) immediately upon written notice to the other Party if the other Party commits a material breach under these Terms and, if curable, fails to cure that breach within sixty (60) days after receipt of written notice specifying the material breach (except that for payment defaults, such cure period will be seven (7) days).

14.3 Termination for Bankruptcy. Each Party may terminate this engagement (and the respective Order Form) upon written notice to the other Party upon the occurrence of any of the following events in respect of such other Party: (a) a receiver is appointed for the other Party or its property, which appointment is not dismissed within sixty (60) days; (b) the other Party makes a general assignment for the benefit of its creditors; (c) the other Party commences, or has commenced against it, proceedings under any bankruptcy, insolvency or debtor's relief Law, which proceedings are not dismissed within sixty (60) days; or (d) the other Party is liquidating, dissolving or ceasing normal business operations.

14.4 Effect of Termination; Survival. Upon termination for any reason: (a) the Subscription shall automatically terminate, (b) Customer shall cease all access and use of the Services thereunder, and (c) Customer shall (as directed) permanently erase and/or return all Confidential Information of Company in Customer's possession or control. If purchased directly from Company, following termination, all outstanding Fees and other charges that accrued as of termination, shall become immediately due and payable, and if necessary Company shall issue a final invoice therefore. The provisions herein that, by their nature and content, must survive such termination in order to achieve the fundamental purposes of these Terms (including limitation of liability) shall so survive. Termination shall not affect any rights and obligations accrued as of the effective date of termination.

15. **Miscellaneous**.

15.1 Entire Agreement. The Terms herein, and any exhibits attached or referred hereto, represents the entire agreement between the Parties concerning the subject matter hereof, replaces all prior and contemporaneous oral or written understandings and statements, and may be amended only by a written agreement executed by both Parties. Any terms and conditions (whether printed, linked to or otherwise), within any Customer's purchase order or related correspondence which that purport to modify or supplement the terms and conditions herein (or the corresponding Order Form), shall be void and of no effect. Company reserves the right, at our discretion, to change these Terms at any time. Such change will be effective 10 days following our sending a notice thereof to Customer or posting the revised Terms on the Company's platform, and Customer continued use of the Service thereafter means that you accept those changes.

15.2 No Waiver. 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 shall not be deemed a waiver by that Party as to subsequent enforcement or actions in the event of future breaches. Any waiver granted hereunder must be in writing.

15.3 <u>Severability</u>. If any provision of included herein is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of herein shall remain in full force and effect, and such provision shall be reformed only to the extent necessary to make it enforceable.

15.4 <u>Government Use</u>. Any use of the Service by an agency, department, or other entity of the United States government shall be governed solely by the terms of these Terms.

15.5 <u>No Third Parties</u>. Except as stated otherwise herein, these Terms are for the sole benefit of the Parties hereto, and nothing herein, express or implied, shall give, or be construed to give, any rights hereunder to any other person.

15.6 <u>Assignment</u>. Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, these Terms may be assigned by either Party in connection with a merger, consolidation, sale of all of the equity interests of such Party, or a sale of all or substantially all of the assets of the Party to which these Terms relate. Without derogating from and subject to the abovementioned, these Terms will bind and benefit each Party and its respective successors and assigns.

15.7 <u>Governing Law; Jurisdiction</u>. These Terms shall be governed by and construed in accordance with the laws of the State of Israel without regard to principles of conflicts of law. All disputes arising out of or in connection with the present contract shall be submitted to the personal and exclusive jurisdiction of the courts located in Tel Aviv-Yafo, and each Party hereby waives any jurisdictional, venue, or inconvenient forum objections to such courts.

15.8 <u>No Agency</u>. These Terms do not, and shall not be construed to, create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the Parties. Neither Party has any authority to enter into agreements of any kind on behalf of the other Party.

15.9 <u>Force Majeure</u>. Company will not be liable for any delay or failure to provide the Services resulting from circumstances or causes beyond the reasonable control of Company, 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, riot, acts of terrorism, earthquakes, explosions, power outages, pandemic or epidemic (or similar regional health crisis), or any other cause that is beyond the reasonable control of Company.

15.10 <u>Notices</u>. Notices to either Party shall be deemed given (a) four (4) business days after being mailed by airmail, postage prepaid, (b) the same business day, if dispatched by facsimile or electronic mail before 13:00 hour (local time for the receiving Party) and sender receives acknowledgment of receipt, or (c) the next business day, if dispatched by facsimile or electronic mail after the hour 13:00 (local time for the receiving Party) and sender receives acknowledgment of receipt.

* * * * *