

Terms of use

Last Revised: February 21st, 2021

Lightrun Ltd. and its affiliates (collectively, “**Lightrun**”, “**Company**”, “**we**” or “**us**”) welcomes you (the “**User**” or “**you**”) to use our real-time debugging tool that is made available to you on a software as a service (SaaS) basis, according to the applicable commercial offering selected by you through our website (the “**Service Packages**”). You can find the Service Packages that are currently available on our website. Such Service Packages shall be referred to collectively hereinafter as the “**Service**”.

You may use the Service solely in accordance with the terms and conditions hereunder, unless we or our representatives execute a separate agreement with you that explicitly states it governs the use of the Service. In the event a Service Level Agreement (or any similar agreement) (“**SLA**”) shall be executed with you as part of the selected Service Package, such SLA shall form an integral part of these terms and conditions. However, in case of any discrepancies between these terms and conditions and the SLA, the SLA provisions shall prevail.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE ACCEPTING, AND/OR BEFORE USING THE SERVICE, OR ANY PART THEREOF. BY ENTERING, CONNECTING TO, ACCESSING OR USING THE SERVICE YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THE FOLLOWING TERMS AND CONDITIONS, INCLUDING THE TERMS OF OUR PRIVACY POLICY AVAILABLE AT [HTTPS://LIGHTRUN.COM/PRIVACY-POLICY/](https://lightrun.com/privacy-policy/) (COLLECTIVELY, THE “**TERMS**”) AND YOU AGREE TO BE BOUND BY THEM AND TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS REGARDING YOUR USE OF THE SERVICE. FURTHERMORE, YOU ACKNOWLEDGE AND AGREE THAT THESE TERMS CONSTITUTE A BINDING AND ENFORCEABLE LEGAL CONTRACT BETWEEN YOU AND LIGHTRUN. IF YOU DO NOT AGREE TO THE TERMS AND

CONDITIONS OF THIS AGREEMENT, PLEASE DO NOT CONNECT, ACCESS OR USE THE SERVICE IN ANY MANNER.

The Service (including the software provided in connection with the Service) is copyrighted and protected by other intellectual property rights and access to them is provided as a license and not sold to you.

If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions, in which case the terms “customer” “you” or “your” shall refer to such entity, its affiliates and their respective representatives. If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this agreement and may not use the Service.

By accepting these Terms, you represent and warrant that any and all information you provide us through the Service is true, accurate and complete. The provision of false or fraudulent information is strictly prohibited.

You hereby waive 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.

By continuing to use the Service, you agree to any future amendments and additions to these terms and/or privacy policy, as may be published from time to time in the manner detailed below. please review these pages periodically to ensure you are up-to-date with any changes.

SERVICE

These Terms govern access and use of the following:

The Service offers Users with a right to access and use a version of Lightrun’s real-time debugging solution as per the User’s applicable Service Package, in accordance with and subject to the Terms hereunder (and in accordance with, and subject to, any terms and conditions of an applicable SLA between User and Lightrun).

In order to access and use the Lightrun Service you may be required to provide contact information. All information you provide for registration will be stored and used in accordance with our Privacy Policy.

In consideration of the provision of the Service to you, you will pay us (for non-free Service Packages), as of your registration to the Service, the periodic subscription fees, in accordance with the packages, schemes, amounts and subscription cycle presented to you upon registration. Changes you make in your subscription package, scheme or amount will take effect in the subsequent subscription cycle, unless otherwise stated by us. All fees are quoted in US Dollars, unless expressly stated otherwise. Fees are payable by third-party payment processing providers (which are under separate terms executed with you and we disclaim any liability for such services including in connection with any commission such third party may charge from you in accordance with its terms). We may, from time to time, and without specific notice to you, add additional payment methods to the then-current payment methods, or cease to use previously supported payment methods. We may require additional information from you before completing payment transactions. You must keep the billing information you provided to us upon registration current, complete, and accurate, and notify us promptly in case of any change in your billing information. We will charge you for the applicable subscription fees at the beginning of each subscription cycle. By registering to the Service, you give your consent to purchasing a subscription to the Service, in accordance with the schemes, amounts and subscription cycle presented to you upon registration, and to being billed for the applicable fees, in addition to any applicable taxes (such as sales tax, value added tax), and any surcharges or commissions charged by the payment processor or your selected payment method.

ALL YOUR PAYMENT OBLIGATIONS ARE NON-CANCELABLE AND ALL AMOUNTS PAID IN CONNECTION WITH THE SERVICE ARE NON-REFUNDABLE.

If you terminate your account and subscription, you are not entitled to any refund (pro-rata or otherwise), for any Fees you have paid for the terminated subscription during that subscription cycle. You are responsible for paying all

fees applicable to your subscription to the Service, regardless of whether or not you actively used, accessed or otherwise enjoyed the Service.

Failure to pay the fees will constitute a material breach of these Terms. Without derogating from any other rights and remedies available to Lightrun, overdue fees will accrue interest at the rate of one percent (1%) per month, cumulative monthly from the due date until the date of actual payment. You will reimburse us for all legal costs and attorney fees we incur in the course of collecting your overdue Fees.

ELIGIBILITY

If you are a corporation, you must be duly organized, validly existing and in good standing under the laws of your jurisdiction of incorporation or organization, and if you are a person you must be at least eighteen (18) years of age, to use the Service.

By agreeing to these Terms, you represent and warrant to us: (i) that you are at least eighteen (18) years of age or that you are a corporation duly organized, validly existing and in good standing under the laws of your jurisdiction of incorporation or organization (as applicable); and (ii) if the User of the Service is a person under the age of eighteen (18) or is under the age of legal eligibility and capacity in the jurisdiction applicable to such User you hereby confirm that you are the legal guardian of the User and both you and the User have read and agreed to these Terms and approved of the User's continued use of the Service subject to these Terms;.

USER REPRESENTATIONS AND UNDERTAKINGS

You represent and warrant at all times throughout your use of the Service that: (i) you have full authority to agree to these Terms, and there is no restriction, limitation, contractual obligation or statutory obligation which prevents you from fulfilling your obligations under these Terms; (ii) you are and will continue to be in compliance with all applicable laws, rules, and governmental (state, local, and community) and regulatory levies and requirements relating to your use of the Service; (iii) your use of the Service has not been previously blocked, suspended or terminated; (iv) you will not

infringe or violate any of these Terms; and (v) you do not authorize a third party to do any of the foregoing.

RIGHTS TO ACCESS AND USE; LICENSE

Except as otherwise specified herein, Lightrun is granting you, subject to these Terms and your strict compliance therewith, and solely for the purpose and intended use of the Service with:

1. a limited personal, non-exclusive, non-assignable, non-transferrable, non-sublicensable, revocable (at Lightrun's sole discretion) right to access and use the Service as determined in the applicable Service Package.
2. for use of the Service, Lightrun is granting you a limited personal, non-exclusive, non-assignable, non-transferrable, non-sublicensable, revocable (at Lightrun's sole discretion) license to use any applicable software components required for the Service (i.e. agent and plugin), only for facilitating the Service with no right to modify or make a derivative.

These Terms do not entitle you to any right or title in the Service (or any part thereof), other than the rights explicitly granted herein.

USE RESTRICTIONS

Certain conduct is strictly prohibited with respect to the Service. Your failure to comply with the provisions set forth below may result in the termination or suspension of your access to the Service, which is in Lightrun's sole and absolute discretion, and may also expose you to civil and/or criminal liability.

You agree not to, whether by yourself or anyone on your behalf,: (i) copy, modify, adapt, translate, reverse engineer, decrypt decompile, disassemble, alter, change or create derivative works based on the Service (or any part thereof) or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Service (or any part thereof) and/or any software, or any executable, documentation or data related to the Service; (ii) use the Service in connection with any spam, unsolicited mail, harassment, wire fraud or similar conduct; (iii) interfere with or violate any other User or other third party's right to privacy

or other rights including intellectual property rights, or harvest or collect personally identifiable information about any Users of the Service without their express consent, including using any robot, spider, site search or retrieval application, or other manual or automatic device or process to retrieve, index, or data-mine; (iv) defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others; (v) transmit or otherwise make available in connection with the Service any virus, worm, Trojan Horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component; (vi) interfere with or disrupt the operation of the Service, or the servers or networks that host the Service, or disobey any requirements, procedures, policies, or regulations of such servers or networks; (vii) give, sell, rent, lease, timeshare, sublicense, disclose, publish, assign, market, sell, display, transmit, broadcast, transfer or distribute any portion of the Service to any third party, including, but not limited to your affiliates, or use the Service in any service bureau arrangement; (viii) frame or mirror any parts of the Service without Lightrun's prior express written authorization; (viv) create a database by systematically downloading and storing all or any of the content from the Service; (x) impersonate any person or entity or provide false or misleading personal information; (xi) use the Service for any illegal, immoral or unauthorized purpose; and (xii) remove any proprietary notices or labels; (xiii) use Service in any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries); (xiv) take any action that imposes or may impose (at Lightrun's sole discretion) an unreasonable or disproportionately large load on the infrastructure which supports the Service; (xv) use the Service to develop a competing service or product.

FEEDBACK

In the event that you provide Lightrun with any suggestions, comments or other feedback relating to the Service (collectively, “**Feedback**”), such Feedback is deemed at the incipency the sole and exclusive property of Lightrun and User hereby irrevocably assigns to Lightrun all of its rights, title

and interest in and to all Feedback, if any, and waives any moral rights to it (or anyone on its behalf) may have in such Feedback. Without derogating from the foregoing, User hereby represents and warrants that it shall not provide any Feedback which is subject to any third-party rights or any limitations, and, without derogating from the foregoing, shall promptly inform Lightrun as soon as it becomes aware of any third-party right or limitation which may apply to Feedback already provided.

PRIVACY POLICY

Lightrun respects your privacy and is committed to protecting the information you share with us. Our policy, practices and information about what we collect are described in our Privacy Policy available at <https://lightrun.com/privacy-policy/>(the “**Privacy Policy**”). If you intend to connect to, access or use our Service you must first read and agree to the Privacy Policy.

INTELLECTUAL PROPERTY RIGHTS

Your software code, logs that you create, application performance information and any other types of information that originate from your applications or production environment belong and shall continue to belong to you.

Data we collect, generate and/or process in the course of providing the Service, about the use of the Service, including de-identified data, bandwidth utilization, meta data, system logs and statistical or aggregated information about the use of the Service and all pertinent information at your disposal concerning bugs, errors and malfunctions in the Software, performance of the Software, its compatibility and interoperability as well as various data contained in the reports, alerts, analytics, recommendations, notices, and other types of information and data that the Service may generate, belong to Lightrun.

The Service, the design, logos, graphics, icons, images, as well as the selection, assembly and arrangement thereof, Lightrun’s proprietary software, algorithms and any and all intellectual property rights pertaining thereto, including, without limitation, inventions, patents and patent applications,

trademarks, trade names, logos, copyrightable materials, graphics, text, images, designs (including the “look and feel” of the Service and any part thereof), specifications, methods, procedures, information, know-how, data, technical data, interactive features, source and object code, files, interface, GUI and trade secrets, whether or not registered and/or capable of being registered (collectively, “**Intellectual Property**”), are owned by, and/or licensed to, Lightrun, and are subject to copyright and other applicable intellectual property rights under U.S. and Israeli laws, foreign laws and international conventions.

Lightrun owns and shall retain all rights, title and interest, in and to: (i) the Service and any and all derivatives, adaptations, modifications, enhancements, or improvements thereto; (ii) any software, applications, inventions or other technology developed in connection with the Service; (iii) all intellectual property rights related to any of the foregoing.

Notwithstanding anything to the contrary, Lightrun shall have the right to collect, retain, disclose, use and analyze data relating to the provision, use and performance of various aspects of the Service and related systems and technologies (including, without limitation, information concerning you data and data derived therefrom and/or logs that you run through the Lightrun systems), and Lightrun will be free (during and after the term hereof) to (i) use such information and data to provide the Service and for the purposes detailed in the Privacy Policy and otherwise in these Terms; (ii) improve, customize and enhance the Service and for other development, diagnostic and corrective purposes in connection with the Service; (iii) to prevent fraud, misappropriation, misuse and other illegal activities; (iv) disclose such data solely in aggregate or other de-identified form in connection with its business; (v) satisfy any applicable law, regulation, legal process, subpoena or governmental request; (vi) enforce these Terms, including to investigate potential violations hereof, (vii) detect, prevent, or otherwise address fraud, security or technical issues, (ix) respond to your support requests, and/or (x) protect the rights, property or safety of Lightrun, its users or the public.

All logos and other proprietary identifiers used by Lightrun in connection with the Service and other Lightrun products and services (“**Lightrun Trademarks**”) are all trademarks and/or trade names of Lightrun, whether or

not registered. All other trademarks, service marks, trade names and logos, which may appear on or with respect to the Service belong to their respective owners (“**Third-Party Marks**”). No right, license, or interest to Lightrun Trademarks and/or to the Third-Party Marks is granted hereunder, and you agree that no such right, license, or interest shall be asserted by you with respect to Lightrun Trademarks or the Third-Party Marks and you will not use any of these marks, unless expressly permitted to do so.

You are hereby prohibited from removing or deleting any and all copyright notices, restrictions and signs indicating proprietary rights of Lightrun and/or its licensors, including any copyright mark © or trademark ® or ™ contained in or accompanying the Service, and you represent and warrant that you will abide by all applicable laws in this respect. You are further prohibited from using, diluting or staining any name, mark or logo that is identical, or confusingly similar to any of Lightrun marks and logos, whether registered or not.

THIRD PARTY SERVICES

The Service may be linked to and/or through certain third-party websites and other third-party services (collectively, “**Third-Party Services**”). Such Third-Party Services are independent from the Service. You hereby acknowledge that Lightrun has no control over such Third-Party Services, and further acknowledge and agree that Lightrun is not responsible for the availability of Third-Party Services, and does not endorse nor is it responsible or liable for any goods, services, content, advertisements, products, or any materials available on and/or through such Third-Party Services.

You further acknowledge and agree that Lightrun shall not be responsible or liable, directly or indirectly, for any damage or loss whatsoever caused, or alleged to be caused, by or in connection with use of or reliance on any goods, services, content, products or other materials available on or through any Third-Party Services. Most Third-Party Services provide legal documents, including terms of use and privacy policy, governing the use of each such Third-Party Services, their contents and services. We encourage you to read these legal documents carefully before using any such Third-Party Services.

OPEN SOURCE COMPONENTS

The Service may use or include software, files and components that are subject to open source and third-party license terms (“**Open Source Components**”). Your right to use such Third-Party Components as part of, or in connection with, the Service is subject to any applicable acknowledgements and license terms accompanying such Open Source Components, contained therein or related thereto. If there is a conflict between the licensing terms of such Open Source Components and these Terms, the licensing terms of the Open Source Components shall prevail only in connection with the related Open Source Components. These Terms do not apply to any third-party Components accompanying or contained in the Service and Lightrun disclaims all liability related thereto. You acknowledge that Lightrun is not the author, owner or licensor of third-party Components, and that Lightrun makes no warranties or representations, express or implied, as to the quality, capabilities, operations, performance or suitability of third-party Components. Under no circumstances shall the Service or any portion thereof (except for the third party Components contained therein) be deemed to be “open source” or “publicly available” software.

AVAILABILITY; MODIFICATIONS TO THE SERVICE

The availability and functionality of the Service depends on various factors, such as communication networks software, hardware, and Lightrun’s service providers and contractors. Lightrun does not warrant or guarantee that the Service will operate and/or be available at all times without disruption or interruption, or that it will be immune from unauthorized access error-free.

Lightrun reserves the right to modify, correct, amend, enhance, improve, make any other changes to, or discontinue, temporarily or permanently the Service (or any part thereof) without notice, at any time and at its sole discretion, or condition the free Service Package or any part thereof upon consideration, or other compensation, or cease provision or support to the Service or any part thereof (with or without notice). You agree that Lightrun shall not be liable to you or to any third party for any modification, suspension, cessation of support, condition upon payment or discontinuance of our Service.

DISCLAIMER AND WARRANTIES

You understand that we cannot and do not guarantee or warrant that the Service will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

YOUR USE OF THE SERVICE IS AT YOUR OWN RISK. THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER LIGHTRUN NOR ITS AFFILIATES, INCLUDING ANY OF THEIR OFFICERS, DIRECTORS, SHAREHOLDER, EMPLOYEES, OR AGENTS (“**LIGHTRUN REPRESENTATIVES**”) MAKE ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, USABILITY, SUITABILITY, COMPLETENESS, ACCURACY, EFFECTIVENESS OR AVAILABILITY OF THE SERVICE AND/OR ANY CONTENT, DATA, RESULTS, OR OTHER INFORMATION OBTAINED OR GENERATED IN CONNECTION WITH YOUR OR ANY USER’S USE OF THE SERVICE. LIGHTRUN DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, THE INABILITY TO USE OR OPERATE, OR THE RESULTS OF THE USE OF THE CONTENT AVAILABLE ON THE SERVICE. TO THE FULLEST EXTENT PROVIDED BY LAW, LIGHTRUN HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

WITHOUT LIMITING THE FOREGOING, LIGHTRUN PROVIDES NO REPRESENTATIONS AND DISCLAIMS ALL WARRANTIES THAT THE SERVICE WILL BE ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICE AND/OR THE SERVERS THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SERVICE WILL

OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. LIGHTRUN MAY, AT ITS SOLE DISCRETION AND WITHOUT AN OBLIGATION TO DO SO, CORRECT, MODIFY, AMEND, ENHANCE, IMPROVE, CONDITION UPON PAYMENT (IN RELATION TO THE FREE SERVICE PACKAGE) AND/OR MAKE ANY OTHER CHANGES TO THE SERVICE AT ANY TIME, OR DISCONTINUE DISPLAYING OR PROVIDING ANY CONTENT OR FEATURES WITHOUT ANY NOTICE TO YOU.

YOU AGREE AND ACKNOWLEDGE THAT THE USE OF THE SERVICE, INCLUDING USE OF AND/OR RELIANCE ON ANY CONTENT AVAILABLE THROUGH THE SERVICE, IS ENTIRELY, OR OTHERWISE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AT YOUR OWN RISK.

We will make efforts to have the Service operate properly. If we receive notice of any failure or malfunction, or if we become aware of them by ourselves, we will attempt to regain the Service's availability as soon as practicable. However, such incidents will not be considered a breach of these Terms.

You are responsible for maintaining back-up copies of your data. The Service does not provide, and is not intended as, data back-up service.

LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL LIGHTRUN AND/OR THE LIGHTRUN REPRESENTATIVES BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, RESULTING FROM OR ARISING OUT OF THE SERVICE, USE OR INABILITY TO USE THE SERVICE, FAILURE OF THE SERVICE TO PERFORM AS REPRESENTED OR EXPECTED, LOSS OF GOODWILL, DATA OR PROFITS, THE PERFORMANCE OR FAILURE TO PERFORM UNDER THESE TERMS, AND ANY OTHER ACT OR OMISSION OR BY ANY OTHER CAUSE WHATSOEVER,

INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM THE CONDUCT OF ANY USERS AND/OR THIRD PARTY SERVICES.

NO ACTION MAY BE BROUGHT BY YOU FOR ANY BREACH OF THESE TERMS MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION. AS SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEN SUCH LIMITATIONS ONLY MAY NOT APPLY TO A USER RESIDING IN SUCH STATES.

SUCH LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN AN ACTION OF CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT, OR OTHERWISE. YOU HEREBY ACKNOWLEDGE AND AGREE THAT THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR THE LIGHTRUN SERVICES TO YOU, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, AND EVEN IF LIGHTRUN AND/OR ANY LIGHTRUN AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES AND/OR DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION AND IN NO EVENT SHALL LIGHTRUN'S CUMULATIVE LIABILITY TO YOU EXCEED AMOUNTS PAID BY YOURSELF TO LIGHTRUN FOR USE OF THE SERVICE. IF YOU HAVE NOT MADE ANY PAYMENTS TO LIGHTRUN FOR THE USE OF THE SERVICE, THEN LIGHTRUN SHALL NOT HAVE ANY LIABILITY TOWARDS YOU AND IF REQUIRED UNDER APPLICABLE LAW TO BE LIABLE, SUCH LIABILITY SHALL BE OF NOT MORE THAN THE HIGHER OF (I) US\$ 20 OR (II) THE MINIMUM LIABILITY REQUIRED UNDER APPLICABLE LAW.

Nothing in these Terms shall limit or exclude liability for anything that cannot be limited or excluded under applicable law.

INDEMNIFICATION

You agree to defend, indemnify and hold harmless Lightrun and any Lightrun Representative from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, fines, late fees, cancellation fees and expenses (including attorney's fees) arising directly or indirectly from: (i) your use of the Service (or any part thereof); (ii) breach of these Terms by you; (iii) any damage of any sort, whether direct, indirect, special or consequential, you may cause to any third party which relates to your use of (or inability to use) the Service; (iv) your violation of any third party intellectual property rights, privacy rights or other rights through your use of the Service or provision of information to the Service (including but not limited to obtaining consents from the requisite parties); and (v) your violation of any applicable law or regulation.

DIRECT MARKETING

You hereby agree that we may use your contact details for purpose of informing you regarding our products and/or services, including such which we any think, based on your data, that may interest you, and to send to you other marketing material, transmitted by e-mail, notices, and/or messages on our website. You may revoke your consent to any individually targeted communications at any time by contacting us at privacy@lightrun.com.

AMENDMENT OF TERMS

Lightrun expressly reserves the right to modify these Terms at any time in its sole discretion. Lightrun will make commercially reasonable efforts to notify on any substantial changes to these Terms by posting the new Terms on its website and/or by sending you an email regarding such changes to the email address that you provided us. Such substantial changes will take effect seven (7) days after such notice was provided on any of the abovementioned methods. Otherwise, all other changes to these Terms are effective as of the stated "Last Revised" date and your continued use of the Service after the Last Revised date will constitute acceptance of, and agreement to be bound by, those changes. Please note that in the event that the Terms should be

amended to comply with any legal requirements, such amendments may take effect immediately and without any prior notice, as may be required by law.

TERMINATION OF SERVICE

Lightrun has the right to terminate or suspend your access to all or part of the Service (including to any specific components thereof) for any or no reason, including without limitation, any violation of these Terms.

Additionally, Lightrun may at any time, at its sole discretion, cease the operation of the Service or any part thereof, temporarily or permanently, without giving any prior notice. You agree and acknowledge that Lightrun does not assume any responsibility with respect to, or in connection with the termination of the Service operation and loss of any data. Lightrun shall also have the right to delete your information and data upon termination of the Service. You are solely responsible for keeping back-up copies of your information and data. The following provisions shall survive the termination or expiration of the Terms: Section 4 (User Representations and Undertakings); Section 6 (Use Restrictions); Section 7 (Feedback); Section 8 (Privacy Policy); Section 9 (Intellectual Property Right); Section 10 (Third Party Services); Section 11 (Third Party Components); Section 13 (Disclaimer and Warranties); Section 14 (Limitation of Liability); Section 15 (Indemnification); Section 20 (Termination of Service); and Section 21 (General).

GENERAL

These Terms do not, and shall not be construed to create any partnership, joint venture, employer- employee, agency, or franchisor-franchisee relationship between the parties hereto. Any claim relating to the Service will be governed by and interpreted in accordance with the laws of the State of Israel, without reference to its conflict-of-laws principles. Any dispute arising out of or related to your use of the Service will be brought in, and you hereby consent to exclusive jurisdiction and venue in the competent courts of Tel Aviv. If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any

remaining provision. You may not assign, sublicense or otherwise transfer any or all of your rights or obligations under these Terms without Lightrun's prior express written consent which shall not be unreasonably denied.

Lightrun may assign these Terms at its discretion. Assignment in breach of these Terms is void and null. Lightrun may subcontract parts or all the Services. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. These Terms are the entire terms and conditions between you and Lightrun relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and Lightrun. Notices to you may be made via email. Our website may also provide notices of changes to these Terms or other matters, by displaying such notices or by providing links to such notices. Without limitation, you agree that a printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

CONTACT

If you have any questions (or comments) concerning the Terms and/or the Service, you are welcome to send us an email to the following address, and we will make an effort to reply within a reasonable timeframe.

By contacting us, you represent that you are free to do so and that you will not knowingly provide Lightrun with information that infringes upon third parties' rights, including any intellectual property rights. You further acknowledge that notwithstanding anything herein to the contrary, any and all rights, including intellectual property rights in such information provided, shall belong exclusively to Lightrun, and Lightrun may use or refrain from using any such information at its sole discretion.