

General Terms and Conditions
For use of Bynet Data Communications Services
via the Marketplace of Amazon Web Services

These General Terms and Conditions (“GTC”) govern the service Offerings listed below to be provided by Bynet Data Communications Ltd. (“Bynet”) and their suppliers and/or service providers (“Suppliers”) to a customer (“Customer”), pursuant to an Order submitted by Customer via **Amazon Web Services, Inc. (“AWS”)** marketplace. By submitting an Order through **AWS Marketplace** for the purchase of any Bynet service Offering, or otherwise using or accessing any of the Bynet service Offerings or clicking an “accept” or “continue” button associated with these GTC, Customer hereby accepts and agrees to the terms and conditions of these GTC and the terms of such order. If Customer does not accept all the terms and conditions in the GTC or you are not authorized to enter into the GTC on behalf of Customer, do not accept the order form, issue a purchase order or other confirmation, register, or otherwise use any of the Bynet service Offering. Each order placed by Customer shall be effective as of the effective date specified therein. Bynet and Customer may be referred to individually as a “Party” and, collectively, as the “Parties”.

In consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the Parties agree as follows:

Bynet Offerings. Customer will purchase and Bynet will provide a service offering that includes a Third Party Software (defined below) to be licensed to Customer by Bynet and used by Customer as specified in the applicable Order Form (defined below) (“Offering”).

Customer may access and use the procured Offering, and any documentation associated therewith, solely for its own internal business purposes and in accordance with the terms and conditions of the GTC, the applicable Order Form, and the Offering descriptions, as may be updated from time to time by Bynet. Each Offering is subject to the Third-Party Software licensor’s flow down terms and conditions as more fully described in Section 2.1.(c) below. The current Bynet Offerings consist of the following:

(1) License and support services to **Jfrog_’s** Third-Party Software.

Each Offering is provided on a subscription basis for a set term designated in the Order Form.

1. Definitions.

“Customer” the legal entity ordering the Offering.

“Customer Data” means any and all data, information and material either transmitted or uploaded by Customer into any applicable Third-Party Software and/or any SaaS Product for Bynet’s use in performance of the Offering.

“Deliverable(s)” means any unique and custom reports and/or custom dashboards created exclusively for Customer by Bynet as agreed to in writing between the Parties.

“Documentation” means Bynet’s electronic and/or hard copy Offering descriptions, user guides, help and training materials, and other documentation for the Offerings, which may be updated, amended, or replaced by Bynet from time to time in its sole discretion.

“EULA” means a third-party supplier’s end user license agreement, subscription agreement, services agreement, or similar document for use of or access to any Third-Party Software.

“Law” means any local, state, federal, administrative, and/or foreign laws, statutes, treaties, regulations, and/or court or regulatory agency orders applicable.

“Order” or “Order Form” means any ordering document, offer, proposal, and all attachments thereto, for the purchase of the Offering(s). Each executed Order Form **or confirmed AWS Marketplace** purchase by Customer is incorporated herein and subject to the terms of these GTC.

“Subscription Term” means the period of time the Offerings are contracted for under an Order Form.

“Third Party Software” means any third party (e.g., **Jfrog**) software (including components subject to the terms and conditions of “open source” software licenses) and/or other third party copyrighted and/or proprietary products, documentation, materials, and services (including any features, functionality, and updates), extensions (including any separate downloadable suite, add-on, command, function, or application, including any module, which extends a software program), as well as any modifications to any such software and any derivatives of any of them provided with or required in performance of the Services, of which such software.

2. Offerings.

2.1 Provision of the Offerings.

(a) All Offerings are cloud-based and are only remotely provided and accessible.

(b) Bynet will provide Tier 1 support services with respect to the Third Party Software (“Services”) included in the applicable Offering, pursuant to the terms of this GTC and each Order Form during the applicable Subscription Term to Customer, subject to the usage restrictions, limits, and/or conditions set forth in the GTC as well as the applicable Services Description and/or Order Form.

(c) Customer acknowledges that the use of a Third-Party Software is subject to the terms of the EULA, and agrees to each applicable Third Party Software licensor’s EULA or subscription agreement, which may be amended at any time at such licensor’s discretion. Third Party Software EULA may include one or more of the following: <https://jfrog.com/legal/>.

(d) Customer understands and agrees that Customer Data may be hosted on public cloud service providers (e.g., ticketing, threat intelligence, Security Orchestration, Automation and Response Tools, and remote access). Any data stored by Bynet on a public cloud service provider will be protected by industry standard security best practices.

2.2 Updates; Future Features and Functionality. Bynet will make available to Customer all updates and enhancements to the Offerings that Bynet generally makes commercially available to its customers. Customer agrees that the development, release, and timing of any features and/or functionality for any Offering remains at Bynet’s sole discretion and Customer’s purchase of the Offering is not contingent or dependent on the delivery of any future functionality, feature, or other services or products.

2.3 Controls, Policies, and Procedures.

(a) Bynet will take reasonable technical steps accepted in its industry to keep Customer information secure and protect it against loss, misuse or modification, all based on the mechanisms specified in ISO 27001–Information Security Management Systems, **and** ISO 27017- code of practice for Information security for cloud services, and is certified under both.

(b) Customer expressly acknowledges that the provision of the Services may involve collection, use, and processing of Personal Information in such event the party shall comply with, and such processing shall be governed by Bynet DPA and/or Privacy Policy.

(c) The Customer acknowledges and agrees Bynet to collect and store any administrative information (e.g. Customer representative name, company email address, phone numbers etc.) and when performing the Services, monitor, log and inspect the Customer’s access and use of the Services in order to protect the information and enforced this GTC. While doing so, Bynet maintains Customer information confidential and secured.

(d) The Customer will be responsible to (i) secure and monitor its own infrastructure, systems, tools, and/or information from which it will access and/or use the Services and/or Deliverables; (ii) the security of the Services and/or Deliverables as of the delivery thereof.

(e) Bynet shall not be liable or responsible for any security breach caused by Customer’s: (a) act or omission; (b) failure to properly secure its access, to provide correct, full and adequate information security requirements, or to ceasing Bynet’s access or to notify Bynet of the need to cease access to any person, and/or its use of the Services and/or Deliverables.

(f) The Customer shall cooperate with Bynet on any privacy or security issue derived from the use and/or access to the Services.

3. Fees.

3.1 Invoice and Payment. All fees for Offerings ordered by Customer (“Fees” or “Subscription Fees”) are set forth in an Order Form. All Fees are (i) quoted and payable in NIS or United States dollars; and (ii) are based on the Offering(s) ordered by Customer in any Order Form and not actual usage. Except as otherwise set forth in this GTC, all payment obligations are non-cancelable, Fees paid are non-refundable, and quantities ordered cannot be decreased during the relevant Subscription Term.

3.2 Suspension of Services. In addition to any other rights or remedies Bynet may have under this GTC or by Law, Bynet reserves the right to suspend Customer’s access to the Offering, without any liability to Bynet for such suspension, for any uncured breach of this GTC or upon written notice of non-payment. The Subscription Term will remain unchanged notwithstanding any suspension hereunder.

3.3 Non-Payment and Delay Interest. Without derogating from its other rights under law or contract, including the right to suspend and/or terminate the Offering, Bynet reserves the right to charge Customer interest on any delayed payment, for each day that the payment is delayed, at the lesser of (i) one percent (1.00%) per month, or (ii) the maximum rate permitted by applicable law.

4. Proprietary Rights.

4.1 Ownership. Bynet and/or its Suppliers own and shall remain sole owners of all worldwide right, title, and interest in and to the Offerings and Services (including the Documentation) and Third Party Software, including all worldwide patents, copyright, trade names, any other intellectual property rights, whether or not subject to registration or protection; and all rights under any license or other arrangement with respect to any of the foregoing. Bynet does not grant Customer any intellectual property rights in or to the Offerings, Documentation, or any Third-Party Software. Bynet's and its Suppliers' ownership rights (including all intellectual property rights) will include all enhancements, modifications, adaptations, and/or derivative works therein and thereto (whether made by Bynet, any third party, or jointly). Notwithstanding the foregoing, Customer shall have the right for continued use after termination or expiration of this GTC of any Deliverables provided during the Subscription Term, provided, however, any Deliverables provided through or by Third-Party Software shall be licensed per the applicable EULA.

4.2 Grant of Rights. This is an agreement for use of Bynet Offerings and not an agreement for the sale of any software, including Third-Party Software or a license or sublicense grant of any Bynet Third Party Software unless otherwise specified in an Order Form. Bynet hereby grants Customer a limited, worldwide (subject to export Laws), non-exclusive, non-transferable, revocable right to use the Services (including the Documentation), solely for Customer's internal business purposes and solely during the Subscription Term, subject to the terms and conditions of this GTC and scope of use described in the applicable Order Form. No rights are granted to Customer other than as expressly set forth in this GTC and Bynet and/or its Supplier, as applicable, reserves all rights not specifically granted under this GTC.

4.3 Customer Obligations; Grant Restrictions. (a) Customer Obligations. With respect to any Offering and any underlying Third Party Software, Customer shall not: (i) modify, copy, or create any derivative works or otherwise reduce to human readable form; (ii) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, timeshare, offer in a service bureau, or otherwise permit any third party access, other than to users as permitted herein; (iii) reverse engineer, disassemble, or decompile any portion of any Offering and/or software, except to the extent required by Law; (iv) access any Offering if it is a direct competitor of Bynet or in order to build any competitive or commercially available product or service or for purposes of monitoring the availability, performance, or functionality of any Offering, or for any other benchmarking or competitive purposes; (v) copy any features, functions, integrations, interfaces, or graphics; (vi) use any Offering in violation of any Law or outside the scope of the rights granted in Section 4.2; (vii) use, send or store any material that (a) infringes or misappropriates any intellectual property right of Bynet, any Supplier, or any other third party, or (b) is obscene, threatening, or otherwise unlawful or tortious or violates any Law or other party's rights, including any privacy, publicity, import and export control, data protection, electronic communications, or anti-spamming Law or rights; (viii) send or store any viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents, or programs ("Malicious Code"); (ix) use in a manner that may interfere, delay, impair or disrupt performance of the Offering and/or software or that compromises the security or integrity of the Offering and/or software and/or the data contained therein; (x) attempt to gain access to any related systems or networks in a manner not specified in the Documentation; (xi) remove, alter, or obscure any proprietary notices.

(b) Customer will cause its employees, officers, agents and anyone acting on its behalf who have access to and/or use the any Offering to comply with the provisions of this GTC and shall be responsible and liable for the acts, errors, negligence, and/or omissions of all users.

(c) Customer acknowledges that Bynet's performance and delivery of the Offerings are contingent upon: (i) Customer's timely decision-making and provision of timely, accurate and complete information and reasonable assistance including, promptly granting of approvals or permissions, as reasonably necessary for Bynet to perform, provide, and/or implement any of the Offerings.

4.4 Use of Customer Input. Customer grants Bynet a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into Bynet's products and services any suggestion, enhancement request, recommendation, correction, and/or any other feedback provided by Customer or any user relating to any of the Offerings.

5. Representations, Warranties, Exclusive Remedies & Disclaimers.

5.1 Warranties. Each Party represents and warrants that it has the authority to enter into this GTC and agree to each Order Form, in connection with its performance of this GTC, shall comply with all Laws.

5.2 Bynet Warranties. Bynet further represents and warrants during the applicable Subscription Term it will use commercially reasonable efforts to prevent the introduction by Bynet of Malicious Code into Customer's systems (excluding any Malicious Code introduced by Customer or any of its Users). All Bynet warranties are solely for the benefit of Customer and for no other entity or third party. Bynet shall not be responsible for any breach of any the foregoing warranties resulting from Customer's or any of its users' abuse or misuse of any Offering, breach of this GTC or applicable Order Form, or failure to use any Offering as described in this GTC, including failure to use any Offering in accordance with the applicable service description and operational requirements.

5.3 Customer Warranties. Customer shall comply at all times with the EULA, GTC and any applicable Law and that the Customer shall avoid at all times any deceptive, misleading, or unethical practices which are or might be detrimental to Bynet or any third party. Customer agrees and undertakes that all contents and activities conducted via the Offering are and shall be on Customer's sole responsibility.

5.4 DISCLAIMERS. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 5, BYNET DOES NOT MAKE ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE (INCLUDING NON- INFRINGEMENT), AND ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, TO THE MAXIMUM EXTENT PERMITTED BY LAW. BYNET DOES NOT WARRANT THAT THE OFFERING WILL BE ERROR FREE OR UNINTERRUPTED AND BYNET SHALL NOT BE RESPONSIBLE FOR ANY LIMITATIONS, DISRUPTIONS, DELAYS, AND/OR OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND/OR ANY ELECTRONIC COMMUNICATION. IT IS EXPRESSLY CLARIFIED AND ACKNOWLEDGED BY THE CUSTOMER THAT BYNET SHALL BEAR NO RESPONSIBILITY OF ANY KIND WITH RESPECT TO THE THIRD PARTY SOFTWARE AND THE CUSTOMER EXPRESSLY WAIVES ANY CLAIM OR ACTION AGAINST BYNET CONCERNING OR RELATED TO OR ARISING OUT FROM THE THIRD PARTY SOFTWARE, INCLUDING WITHOUT LIMITATION WITH RESPECT TO SYSTEM AND INFORMATION SECURITY.

6. Indemnifications.

Customer shall, at its expense, defend, indemnify, and hold Bynet, its officers, directors, employees, Suppliers, contractors, and affiliates (collectively, "Bynet Indemnitees") harmless from and against any and all claims against Bynet, and/or any Bynet Indemnitee arising from or related to: (i) Bynet's authorized use of any log file or Customer Data; (ii) any claim alleging that any Customer Data infringes and/or misappropriates the rights of, or has caused harm to, any third party or violates any Law; (iii) any breach or violation of this GTC including, without limitation, by Customer, its employee, agent, contractor or any user thereof. Customer shall pay all costs and damages finally awarded against Bynet by a court of competent jurisdiction as a result of any such claim; provided, however, that Bynet: (a) promptly gives written notice of the Claim to Customer; (b) gives Customer the right to participate in the control of the defense and settlement of the claim (provided that Customer may not settle any claim or enter into any stipulated order or judgment that purports to bind Bynet unless it unconditionally releases Bynet of all liability); and (c) provides to Customer, at Customer's cost, all reasonable assistance requested by Customer.

7. Limitation of Liability

7.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY, BYNET'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT AND THE GTC SHALL BE LIMITED TO THE TOTAL AMOUNTS PAID UNDER THE APPLICABLE ORDER FORM DURING THE 12 MONTHS PRECEDING THE CLAIM AND IN NO EVENT SHALL BYNET BE LIABLE TO CUSTOMER, OR TO ANY THIRD PARTY, FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOSS OF INCOME, LOSS OF DATA, LOSS OF PROFIT AND DAMAGE TO GOODWILL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.2 No Party may commence any action under this GTC or any Order Form more than one (1) year after the occurrence of the breach or event giving rise to the claim for damages and/or indemnification. The claiming Party shall promptly use commercially reasonable efforts to mitigate and avoid any damages.

8. Term; Termination

8.1 Term. The term of this GTC commences on the Effective Date and remains in effect until (i) otherwise terminated in accordance with the terms of this GTC or (ii) all Order Forms, as applicable, have expired or been terminated.

8.2 Termination. Termination of Convenience. Other than by giving a Non-Renewal Notice this agreement may not be terminated for convenience during the Term. **Termination for Cause.** Notwithstanding the foregoing, either Party may terminate this agreement (i) if the other Party is in breach of this GTC and has failed to cure such breach within fourteen (14) days as of a written notice specifying such breach; or (ii) immediately, upon written notice, if the other Party enters into insolvency or bankruptcy proceedings of any kind.

8.3 Effect of Termination. Upon any termination of this GTC, any Order Form, or any **AWS Marketplace** confirmation for any reason, Customer shall, as of the date of such termination, immediately cease accessing and otherwise utilizing any of the Offerings and any Bynet Confidential Information and shall immediately pay to Bynet any and all outstanding invoices. Bynet shall immediately cease providing any services to the Customer. Termination of this Agreement shall not limit either Party from pursuing any remedies available to it or relieve Customer from its obligations to pay all Fees which became due and payable prior to the date of termination.

9. General Provisions.

9.1 Survival. The first paragraph of this GTC and Sections 1, 2.1(c), 2.3(e), 2.3(f), 2.3(g), 3.3, 4 through 7, 8.3, and 9 as well as all provisions of this GTC (including each Order Form and **AWS Marketplace** confirmation) relating to disclaimers of warranties, remedies, damages, liability, indemnification, confidentiality, payment obligations, restrictions on use, and any other terms that either expressly or by their nature should survive, shall survive any expiration or termination of this GTC for any reason, and shall continue in full force and effect.

9.2 Entire Agreement; Interpretation; Order of Precedence. These GTC, including the documents references in the GTC are the entire agreement between Customer and Bynet regarding Customer's use of the Offerings and supersedes all prior and contemporaneous, agreements, understandings, proposals, marketing materials, and representations, whether written or verbal, concerning its subject matter and the Offerings and there are no representations, understandings, or agreements that are not fully expressed in this GTC. The Parties agree that any term or condition stated in any Customer purchase order or any other Customer ordering documentation is inapplicable and void. Headings contained in this GTC are inserted for convenience of reference only and shall not in any way define or affect the meaning or interpretation of any provision of this GTC. In the event of any conflict or inconsistency between or among the documents, the following order of precedence shall be: (a) the applicable Order Form; (b) this GTC; and (c) the Documentation.

9.3 Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior written consent (not to be unreasonably delayed or withheld); provided, however, either Party may assign this GTC in its entirety without the other Party's consent to its affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets provided that the assignee agrees in writing to be bound by all the terms of this GTC (including this GTC and all Order Forms and **AWS Marketplace confirmations**) and, in the case of an assignment by Customer, all past due Fees are paid in full.

9.4 Relationship of the Parties; Third Party Beneficiaries. The Parties are independent contractors. This GTC does not create any partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties. Customer acknowledges and agrees that, in order to provide certain types of service(s) to Customer from time to time Bynet will upon written direction from Customer (email accepted) and on Customer's behalf and in Customer's name, enter into third party contracts and/or accept the terms and conditions of third party supplier EULA(s) and/or subscription agreements. Customer acknowledges and agrees that, upon Bynet's acceptance of the terms and conditions of any EULA and/or subscription agreement on Customer's behalf for the use of any software and/or service, the third party licensor and/or service provider will have the right (and will be deemed to have accepted the right) to enforce the EULA and/or subscription agreement against Customer as a third party beneficiary.

9.5 Force Majeure. Neither Party shall be liable to the other Party for any delay or failure to perform hereunder (excluding payment obligations) due to circumstances beyond such Party's reasonable control including, without

limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, epidemics, pandemics, quarantines, civil commotion, strikes or other labor problems (excluding those involving such Party's employees or contractors), service disruptions involving hardware, software, or power systems not within such Party's possession or beyond its reasonable control, and denial of service attacks. For the avoidance of doubt, a force majeure event does not include economic hardship.

9.6 Governing Law; Venue. This GTC and any claim, controversy, right, obligation or dispute arising under or related to this GTC including any Order Form and/or **AWS Marketplace** confirmation shall be governed by and construed in accordance with the laws of the State of Israel, without regard to conflicts of laws principles. The parties irrevocably consent to the exclusive jurisdiction and venue of the courts in Tel Aviv.

9.7 Severability. If any provision of this GTC is held by a court of competent jurisdiction to be unenforceable and/or contrary to Law, the provision will be deemed null and void, and the remaining provisions of this GTC will remain in full force and effect.