

Firetribe's "Chimu" Terms and Conditions

Welcome to Chimu. The access and use of the mobile application (the "App"), its platforms, applications, content, tools, and services (together, the "Platform") are offered to you, (the "Customer") by Firetribe Ltd., a private company incorporated pursuant to the laws of the State of Israel with offices at 7 Hatenufa St., Petah-Tikva (the "Provider") subject to the terms and conditions set forth in this Agreement (the "Agreement") effective as of your first use of any of the Services (the "Effective Date").

Provider and Customer may be referred to herein collectively as the "Parties" or individually as a "Party".

PREAMBLE

The App and the Platform are owned and operated by the Provider. Provider may update the Agreement at any time and from time to time. Customer may view the most recent version at the Apple store and Google market. It is the responsibility of the Customer to review the most recent version of the Agreement frequently and remain informed about any changes to it. By continuing to use the Platform following such changes, the Customer agrees to the most current version of this Agreement. This version of the Agreement supersedes all earlier versions, and comprises the entire agreement between the Customer and the Provider regarding the Platform or any use thereof.

Violation of any of the terms and conditions contained herein will result in the termination of the Services. Customer agrees to use the Platform at its own risk and understand that Provider cannot and is not responsible for any content posted using the Platform or on the Platform, nor to monitoring any information uploaded to the Platform.

IF YOU DO NOT AGREE TO ANY PROVISION HEREIN, YOU SHOULD NOT USE THE PLATFORM.

1. Definitions

- 1.1. "Aggregated Statistics" means statistical data and information related to or derived from Customer's Data and from the use by the Customer, or by an Authorized user of the Services.
- 1.2. "Authorized User" means Customer's employees, consultants, contractors, agents or other associated persons: (i) that are authorized by Customer to access and use the Services pursuant to this Agreement; and (ii) for whom access to the Services has been purchased hereunder.
- 1.3. "Customer Data" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of the Customer or an Authorized User through the Services.
- 1.4. "Documentation" means Provider's user manuals, presentations, handbooks, courses and guides relating to the Services provided by Provider to Customer either electronically or in hard copy form.
- 1.5. "Provider IP" means the Services, the Documentation, and all intellectual property provided to or obtained by Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, Provider IP includes Aggregated Statistics and any information, data, or other content derived from Provider's monitoring of Customer's access to or use of the Services, but does not include Customer Data.
- 1.6. "Purchase Order" means the Purchase Order placed with the Provider by the Customer, referenced hereto as Exhibit A.
- 1.7. "Services" means the software-as-a-service offering described in the Purchase Order, including but not limited to, any use of the Platform.
- 1.8. "Third-Party Products" means any third-party products described in the Purchase Order provided with or incorporated into the Services.

2. Access and Use

- 2.1. Provision of Access. Subject to, and conditioned on Customer's payment of the Fees and compliance with all the terms and conditions of this Agreement, Provider hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 12.7) right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer's internal use. Provider shall provide the Customer with the necessary passwords and network links or connections to allow Customer and its Authorized Users to access the Services. The total number of Authorized Users will not exceed the number set forth in the Purchase Order, except as expressly agreed to in writing by the Provider and subject to appropriate adjustment of the Fees payable hereunder.
- 2.2. Documentation License. Subject to the terms and conditions contained in this Agreement, Provider hereby grants to Customer a non-exclusive, non-sublicenseable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.
- 2.3. Use Restrictions. Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users or any other person or entity to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation to anyone; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any

proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law or regulation anywhere in the world.

- 2.4. **Reservation of Rights.** Provider reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Provider IP.
- 2.5. **Suspension.** Notwithstanding anything to the contrary in this Agreement, Provider may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Services if: (i) Provider reasonably determines that (A) there is a threat or attack on any of the Provider IP; (B) Customer's or any Authorized User's use of the Provider IP disrupts or poses a security risk to the Provider IP or to any other customer or vendor of Provider; (C) Customer, or any Authorized User, is using the Provider IP for fraudulent or illegal activities; (D) subject to applicable law and/or regulation, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Provider's provision of the Services to Customer or any Authorized User is prohibited by applicable law and/or regulation; (ii) any vendor of Provider has suspended or terminated Provider's access to or use of any third-party services or products required to enable Provider to offer the Services; or (iii) in accordance with Section 5.1(iii) (any such suspension described in subsections (i), (ii), or (iii), a "**Service Suspension**"). Provider shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of the Services following any Service Suspension. Provider shall use commercially reasonable efforts to resume the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Provider will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.
- 2.6. **Aggregated Statistics; Commercialization.** Notwithstanding anything to the contrary in this Agreement, as between Provider and Customer, all rights, title, and interest in the Aggregated Statistics and the Provider IP, including the intellectual property rights therein, belong exclusively to and are retained solely by Provider. Customer acknowledges and agrees that Provider may: (i) make Aggregated Statistics available to third parties in compliance with applicable law, and (ii) commercialize the Aggregated Statistics.

3. Customer Responsibilities

- 3.1. **General.** Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or is in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services, and comply with such provisions.
- 3.2. **Third-Party Products.** Provider may from time to time make Third-Party Products available to Customer. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions and the applicable provisions referred to in the Purchase Order. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products.
- 3.3. **Processing of Customer Data.** Customer hereby: (i) instructs Provider to process Customer Data (including, by transferring Customer Data to any country or territory) as reasonably necessary for the provision of the Services and in accordance with this Agreement; (ii) warrants and represents that it is and will at all relevant times remain (A) duly and effectively authorized to give the instruction set out in Section 3.3(i); (B) the Controller (as such term is defined in EU General Data Protection Regulation 2016/679) of the Customer Data processed by Provider; (C) responsible for compliance with its obligations as a Controller under any applicable law, in particular with respect to the legal basis of any processing of Customer Data by Provider; and (iii) warrants and represents that it will not transfer to Provider any data relating to Customer's customers that is not necessary in any way for Provider to provide the Service. Provider shall bear no responsibility for any consequences resulting from Customer's failure to fulfil its obligations under this Section 3. Without limitation to the above, Customer will be solely responsible for: (X) providing any required notices and obtaining any required consents and/or authorizations to/from Authorized Users and/or other third parties including but not limited to associated persons; (Y) securing an appropriate legal basis under applicable law, as necessary for Provider to process Customer Data on Customer's behalf; and (Z) Customer's decisions and actions concerning the processing of such Customer Data.

4. Service Level and Support

Subject to the terms and conditions of this Agreement, Provider shall use commercially reasonable efforts to make the Services available in accordance with the service levels set out in the Purchase Order.

5. Fees and Payment

- 5.1. **Fees.** Customer shall pay Provider the fees as set forth in the Purchase Order (the “Fees”). Customer shall make all payments hereunder in NIS on or before the due date set forth in the Purchase Order. If Customer fails to make any payment when due, without limiting Provider’s other rights and remedies in law or equity: (i) Provider may charge interest on any past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse Provider for all costs incurred by Provider in collecting any late payments or interest, including attorneys’ fees, court costs, and all other associated costs; and (iii) if such failure continues for 90 days or more, Provider may suspend or terminate Customer’s and its Authorized Users’ access to any portion or all of the Services.
- 5.2. **Taxes.** All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, value added (or similar), use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than taxes imposed on Provider’s income.

6. **Confidential Information**

From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, in written or electronic form or media, whether or not marked, designated or otherwise identified as “confidential” (collectively, “**Confidential Information**”). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure through no breach of confidentiality or similar commitments; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party, provable in written form. The receiving Party shall not disclose the disclosing Party’s Confidential Information to any person or entity, except to the receiving Party’s employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to such order shall first provide written notice to the other Party and make reasonable efforts to obtain a protective order; or (ii) to establish a Party’s rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party’s Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that it has not retained, and has destroyed (if applicable) any Confidential Information or part thereof. Each Party’s obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

7. **Customer’s Data Ownership and Feedback**

- 7.1. **Customer Data.** Provider acknowledges that, as between Provider and Customer, Customer owns all rights, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Provider a non-exclusive, perpetual, irrevocable, royalty-free, worldwide, transferable and sub-licensable license to commercialize, reproduce, distribute, integrate, modify and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data, including compilation of Aggregated Statistics, as may be necessary for Provider to provide the Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide, transferable and sub-licensable license to commercialize, reproduce, distribute, integrate modify and otherwise use and display Customer Data incorporated within the Aggregated Statistics.
- 7.2. **Feedback.** If Customer or any of its employees or contractors sends or transmits any communications or materials to Provider by mail, email, telephone, or otherwise, suggesting or recommending changes to the Provider IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like (“**Feedback**”). Notwithstanding anything else herein, Provider is free to use such Feedback and Customer hereby assigns to Provider on its behalf, and on behalf of its employees, contractors, agents, and/or any other associated parties all right, title, and interest in, and Provider is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Provider is not required to use any Feedback.

8. **Warranty Disclaimer**

THE SERVICES ARE PROVIDED “AS IS” AND PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE PROVIDER IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER’S OR ANY OTHER PERSON’S

REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

9. Indemnification

- 9.1. Provider Indemnification. (i) Provider shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") actually incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights, provided that Customer promptly notifies Provider in writing of the claim, cooperates with Provider, and allows Provider sole authority to control the defense and settlement of such claim. (ii) If such a claim is made or appears possible, Customer agrees to permit Provider, at Provider's sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Provider determines that neither alternative is reasonably available, Provider may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer. (iii) This Section will not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; (B) modifications to the Services not made by Provider; (C) Customer Data; or (D) any third-party products.
- 9.2. Customer Indemnification. Customer shall indemnify, hold harmless, and, at Provider's option, defend Provider from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Services in a manner not authorized by this Agreement; (iii) use of the Services in combination with data, software, hardware, equipment or technology not provided by Provider or authorized by Provider in writing; or (iv) modifications to the Services not made by Provider, provided that Customer may not settle any Third-Party Claim against Provider unless Provider consents to such settlement, and further provided that Provider will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.
- 9.3. Sole Remedy. THIS SECTION 9 SETS FORTH CUSTOMER'S SOLE REMEDIES AND PROVIDER'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. IN NO EVENT WILL PROVIDER'S LIABILITY UNDER THIS SECTION 9 EXCEED THE AMOUNT PAID IN FEES FROM CUSTOMER TO PROVIDER IN THE YEAR PRIOR TO DATE ON WHICH SUCH CLAIM WAS MADE.

10. Limitations of Liability

TO THE MAXIMUM EXTENT AVAILABLE UNDER LAW, IN NO EVENT WILL PROVIDER BE LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS ACTUALLY PAID TO PROVIDER UNDER THIS AGREEMENT IN THE 6 MONTHS PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR 1000\$, WHICHEVER IS LESS.

11. Term and Termination.

- 11.1. Term. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue to be in effect until one year from such date (the "**Initial Term**"). This Agreement will automatically renew for up to three additional successive year terms unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least sixty days prior to the expiration of the then-current term (each a "**Renewal Term**" and together with the Initial Term, the "**Term**").
- 11.2. Termination. In addition to any other express termination right set forth in this Agreement:
- (i) Provider may terminate this Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any

amount when due hereunder, and such failure continues more than 30 days after Provider's delivery of written notice thereof; or (B) breaches any of its obligations hereunder. (ii) Either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching Party provides the breaching Party with written notice of such breach. (iii) Either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a liquidator, receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

- 11.3. Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Services and, without limiting Customer's obligations under Section 6, Customer shall delete, destroy, or return all copies of the Provider IP and certify in writing to the Provider that the Provider IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Customer to any refund.
- 11.4. Survival. This Section 11 and Sections 1, 3, 5, 6, 7, 8, 9, 10, and 12 survive any termination or expiration of this Agreement for an additional period of 7 years. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

12. Miscellaneous.

- 12.1. Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement and/or **Exhibit A**, and any other documents incorporated herein by reference, the following order of precedence governs: first, this Agreement, excluding **Exhibit A**; and second, **Exhibit A** to this Agreement.
- 12.2. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section. Provider's email address: Info@Chimu.io
- 12.3. Force Majeure. In no event shall Provider be liable to Customer, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond Provider's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.
- 12.4. Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- 12.5. Severability. If any provision of this Agreement is deemed by a competent legal authority to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to affect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- 12.6. Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the laws of the State of Israel without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Israel. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder shall be submitted exclusively to the competent courts of Tel-Aviv, Israel, and each Party irrevocably submits to the exclusive jurisdiction of such courts.
- 12.7. Assignment. Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Provider. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will

relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

- 12.8. Limitation of Claims. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or the Agreement must be filed within one year after such claim or cause of action arose or be forever barred. This Section shall serve also as an agreement pursuant to Section 19 of the Israeli Statue of Limitation (5781-1958).
- 12.9. Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 6 or, in the case of Customer, Section 2.3, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.
- 12.10. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.
- 12.11. Questions & Contact. Any questions or requests with respect to this Agreement should be addressed to Provider's email address set for the in Section 12.2 above.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.