

## Youtiligent Platform Terms of Service

These Terms of Service, as amended from time to time, together with any other terms, agreements, and policies referenced herein (which constitute an integral part hereof) (these “**Terms**”) constitute a legally binding agreement between Youtiligent Smart Solutions (2014) Ltd., a company incorporated under the laws of Israel (the “**Company**”) and the customer executing or otherwise accepting the Order Form which refers to these Terms (respectively, the “**Customer**” and the “**Order Form**”). The Terms govern the manner in which the Customer and its Users (as defined below) may install, use and access the Company's Platform (as defined below) in a subscription model. The Order Form may be completed and entered-into in various ways, including an online form, in-product screen, or an offline form delivered by Customer to the Company, including via mail, email, or any other electronic or physical delivery mechanism.

### 1. The Platform

- 1.1. Subscription to the Platform. The Platform is comprised of Company’s “smart plug”, which may be installed on electronic appliances (the “**Smart Plug**”), and Company’s analytics software provided in a hosted software as a service model (the “**Analytics Software**”, and together with the Smart Plug - the “**Platform**”). The Company shall make the Platform available to Customer during the Subscription Term solely to (i) allow Customer to connect the Smart Plug to the Customer’s appliances (the appliances to which the Smart Plug is connected shall be referred to as the “**Appliances**”), and (ii) allow the Users to monitor Appliances through the Analytics Software for their own internal business operations; all as permitted by and subject to these Terms (the “**Purpose**”).
- 1.2. Subscription Limitations. The right to install, use and access the Platform as set forth in Section 1.1 above, is granted solely to the Customer and its Users, and is limited, non-transferable, non-exclusive, non-assignable, and non-sub-licensable. The Platform may only be used by individuals who: (i) can form legally binding contracts under applicable law, and (ii) are authorized by the Customer to use the Platform (each, a “**User**”).
- 1.3. Modification or Discontinuation of the Platform. The Company may change or update the Platform at any time, including the availability of any feature, content, or database, and the Company may impose limitations or restrictions on certain features and services or on the access to the Platform (or any part thereof), without notice or liability. Furthermore, the Company may offer alternative or additional features to certain customers, that may not be offered to the Customer.

### 2. Registration to the Platform

- 2.1. Account Registration. In order to use the Platform, each User shall register and create an account (the “**Account**”). The Company reserves the right to refuse a User’s registration or to block User’s access to the Platform, at the Company's discretion. All Users shall comply with the Company’s End User Terms of Use, available at [www.youtiligent.com](http://www.youtiligent.com), as may be amended, supplemented, or replaced from time to time by the Company (the “**End User Terms of Use**”).
- 2.2. Account Information. As part of the registration process, Users may be required to provide the Company with certain personal information (including, name, phone number, organizational or personal email address, etc.) and to select a password. each User: (i) agrees to provide the Company with accurate, complete, and updated registration information; (ii) acknowledges that he/she is solely responsible for the activity that occurs on his/her Account; (iii) agrees to keep his/her Account credentials secured; and (iv) undertakes to notify the Company immediately of any breach of security or unauthorized use of his/her Account. Each User will be solely responsible for any losses incurred by the Company or a third party, due to any unauthorized usage of the Account by such User or any other User or third party on his/her behalf.
- 2.3. Administrator. The Customer shall designate a User authorized to serve as the Accounts’ administrator on its behalf from time to time (the “**Administrator**”). The Administrator is considered a representative of

the Customer for any and all purposes and is responsible for the internal management and administration of the Platform within the Customer's Accounts. The Administrator shall have control over all Accounts and may have the ability to: (i) restrict or change the scope of credentials and permissions of the Accounts; (ii) access information about Users' activities; (iii) monitor and manage the Accounts; and/or (iv) grant Administrator privileges to additional Users. The Administrator is responsible to: (i) maintain the confidentiality of the passwords of the Accounts; (ii) designate those individuals who are authorized to access the Accounts; and (iii) perform Analytics to ensure the protection of Users' privacy and compliance with applicable law.

2.4. Users. Customer shall be solely responsible for any claims, requests, and demands by Users or any other third party related to the Customer, including, without limitation, the Customer's customers. Customer shall be responsible for all acts or omissions of Users which are related or affiliated with the Customer, including, without limitation, acts or omissions of Users which belong to the Customer's organization. The Company shall not have any liability towards the Users.

### 3. **License to Customer Data**

While using the Platform, Customer's data may be uploaded or transferred to the Platform to be processed by the Platform on the Customer's behalf, including data and information transmitted or otherwise made available by the Smart Plugs (the "Customer Data"). As between the Customer and the Company, except as explicitly set forth herein, all rights in the Customer Data shall remain with Customer. Users must follow the Customer's policies, guidelines, and procedures concerning any use or transfer of Customer Data via the Platform. Customer hereby grants the Company and its Sub-processors an irrevocable, perpetual, non-exclusive, worldwide, royalty-free, fully paid, sub-licensable right and license to access, use, process, copy, download, store, distribute and display the Customer Data, solely for the purpose of maintaining and providing the Platform and as required to resolve technical and security problems or otherwise as permitted by these Terms or in writing by Customer. Customer represents and warrants that (i) Customer owns or has all the necessary licenses, rights, consents, approvals, and permissions to grant the Company the aforementioned right and license and to authorize the Company and its Sub-processors to access, use, process, copy, download, store, distribute and display the Customer Data, without infringing or violating any copyrights, privacy rights, publicity rights, trademarks or any other contractual, intellectual property or proprietary of any third party; (ii) any Customer Data and any use thereof do not and shall not violate any applicable laws, including those related to data privacy or data transfer and export or any policies and terms governing such Customer Data; and (iii) no sensitive data that is protected under a special legislation and requires unique treatment (such as protected health information or credit, debit or other payment card data) will be transferred to the Platform.

### 4. **Intellectual Property and Right to Use**

4.1. Company Intellectual Property. All right, title and interest in the Platform, including without limitation, any content, materials, hardware, software, know-how, data files, documentation, code, SDK, API, design, text, media, methodologies, artwork, names, logos, trademarks and services marks (excluding Customer Data), any and all related or underlying technology and any updates, new versions, modifications, improvements, developments or derivatives thereof, are the property of the Company and its licensors and these Terms do not convey to the Customer or the Users any interest in or to the Platform, except for a limited right of use as set forth herein, terminable in accordance with these Terms.

4.2. Prohibited Use. Customer and its Users may not, and may not permit or aid others to: (i) use the Platform for any purpose other than the Purpose; (ii) copy, modify, alter, translate, emulate, create derivative works based on, or reproduce the Platform; (iii) give, publish, sell, distribute, assign, pledge or transfer (by any means), display, sublicense, rent, lease or otherwise share the rights granted under these Terms to any third party, including, but not limited to Customer's affiliates, or use the Platform in any

service bureau arrangement; (iv) reverse engineer, de-compile, decrypt, revise or disassemble the Platform or any part thereof, or extract source code from the object code of the Platform, or access or use the Platform in order to build a competing product or service; (v) bypass any measures the Company may use to prevent or restrict access to the Platform, and/or take any action intended to circumvent or disable the operation of any security feature or measure of the Platform; (vi) access the Platform or Company's systems via any means other than through the interface provided by the Company, or via automated means, including by crawling, scraping, caching or otherwise; (vii) use the Platform in any manner that is illegal or not authorized by these Terms; (viii) take any action that imposes or may impose (as determined by the Company in its sole discretion) an unreasonable or disproportionately large load on Company's (or Company's service providers') infrastructure; (ix) interfere or attempt to interfere with the integrity or proper working of the Platform; (x) remove, deface, obscure, or alter Company's or any third party's identification, attribution or copyright notices, trademarks, or other proprietary rights affixed to or provided as part of the Platform; (xi) provide any third party access to the Platform; or (xii) provide public access to results obtained by the Platform. Customer will be fully liable for the acts, omissions, or violation of these Terms by its Users.

4.3. Feedback. Customer shall notify the Company of any and all design or functional errors, anomalies, and problems associated with the Platform discovered or brought to its attention by its Users, and may provide the Company suggestions, comments, or any other feedback regarding the Platform (the "**Feedback**"). Any such Feedback shall become the Company's sole property without any restrictions. The Company may use any Feedback at its sole discretion, free from any right of the Customer or any third party, and without any obligation towards Customer. Customer hereby assigns to Company all right, title, and interest worldwide in the Feedback and any intellectual property rights related thereto, and explicitly and irrevocably waives any and all claims associated therewith. Customer shall not provide the Company with any Feedback which infringes any third party right.

4.4. Intellectual Property Infringements. The Company does not permit infringement of intellectual property rights via the Platform. To file an infringement notification, please send a written communication to [legal@youtiligent.com] and the Company will follow with additional instructions. In the event that the Company believes that the Platform, or any part thereof, may infringe intellectual property rights of third parties, then the Company may, in its sole discretion: (i) obtain (at no additional cost to Customer) the right to continue to use the allegedly infringing part of the Platform; (ii) replace or modify the allegedly infringing part of the Platform so that it becomes non-infringing while giving substantially equivalent performance; or (iii) if the Company determines that the foregoing remedies are not reasonably available, then the Company may require that use of the allegedly infringing Platform or part thereof shall cease and in such an event Customer shall receive a prorated refund of any Fees paid for the unused portion of the Subscription Term. THIS SECTION STATES COMPANY'S SOLE AND ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY, FOR ANY INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION BY THE COMPANY AND/OR ANY SUPPORTING SERVICES AND UNDERLYING TECHNOLOGY.

## 5. **Privacy; Data Protection; Anonymous Information**

5.1. Privacy Policy; DPA. Customer acknowledges and agrees that the use of the Platform by the Customer and the Users is governed by the Company's Privacy Policy available at: [www.youtiligent.com] ("**Privacy Policy**") and the Data Processing Addendum available at: [www.youtiligent.com] (the "**DPA**"). The Privacy Policy and the DPA shall constitute an integral part of these Terms.

5.2. Anonymous Information. The Company may collect, monitor and use Anonymous Information (as defined below), inter alia to provide, develop, maintain, improve, demonstrate, and market the Platform. "Anonymous Information" means information about the use of the Platform and information received from the Appliances, which does not enable identification of an individual, such as aggregated data, metadata, and analytic information.

## 6. Third-Party Software and Services

- 6.1. Sub-processors. Customer acknowledges that the Platform is hosted and made available by certain sub-processors of the Company (the “**Sub-processors**”), which process Customer Data. The Company may remove, add, or replace its Sub-processors from time to time, at its sole discretion.
- 6.2. Free Software. The Platform may include third party "open source" or "Free Software" components that are subject to third party terms and conditions (“**Third Party Terms**”). If there is a conflict between any Third Party Terms and the terms of these Terms, then the Third Party Terms shall prevail but solely in connection with the related third party component. The Company represents and warrants that it is in compliance with the notice and attribution aspects of the Third Party Terms. The license terms, copyright notices, and available source code with respect to Third Party Terms can be found at [[www.youtiligent.com](http://www.youtiligent.com)].
- 6.3. Other Products and Services. The Platform may contain links to other third-party services or may enable Customer and its Users to access, engage, and procure certain services and products provided by third parties (the “**Third Party Services**”). Customer acknowledges and agrees that regardless of the manner in which such Third Party Services may be presented or offered to Customer, Company does not endorse any such Third Party Services or shall be in any way responsible or liable with respect to any such Third Party Services. BY ACCESSING AND/OR USING THE THIRD-PARTY SERVICES, CUSTOMER ACKNOWLEDGES THAT ITS ACCESS AND USE OF THE THIRD-PARTY SERVICES ARE AT ITS SOLE DISCRETION AND RISK, AND CUSTOMER IS SOLELY RESPONSIBLE FOR ENSURING SUCH THIRD PARTY SERVICE ARE IN COMPLIANCE WITH CUSTOMER'S REQUIREMENTS AND ANY APPLICABLE LAW OR REGULATION.

## 7. Customer's Obligations

- 7.1. Customer Cooperation. Customer shall provide the Company with all reasonable cooperation in relation to these Terms and each Order Form. In the event of any delay in performance by the Customer, Company may, at its sole discretion, adjust any agreed timetable or delivery schedule as reasonably necessary.
- 7.2. Customer Infrastructure. Customer shall be solely responsible for obtaining, maintaining, and operating Customer or Users’ devices (including, without limitation, the Appliances, smartphones, tablets and computers), and any related equipment, hardware, software, network, communication lines, and internet access (including the communication and internet access of the Smart Plugs) (the “**Customer's Infrastructure**”) necessary in order to access and use the Platform. Customer shall be solely responsible and liable for any fees charged by third parties in connection with the Customer's Infrastructure. Customer’s Infrastructure shall, at minimum, meet the specifications required by the Company. WITHOUT LIMITING THE GENERALITY OF THE AFOREMENTIONED, THE COMPANY SHALL NOT BE RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR ANY OTHER LOSS OR DAMAGE RESULTING FROM THE HOSTING, STORAGE OR TRANSFER OF DATA OVER COMMUNICATIONS NETWORKS AND FACILITIES, INCLUDING THE INTERNET, AND TO THE PERFORMANCE OF ANY THIRD-PARTY HOSTING, COMMUNICATION OR STORAGE PROVIDER, AND THE CUSTOMER ACKNOWLEDGES THAT THE PLATFORM AND ANY RELATED SERVICES MAY BE SUBJECT TO INTERRUPTIONS, LIMITATIONS, DELAYS AND OTHER RISKS ASSOCIATED WITH THE USE OF SUCH HOSTING, STORAGE AND COMMUNICATIONS FACILITIES.

## 8. Subscription; Payments

- 8.1. Subscription Term and Fees. The Platform is provided on a subscription basis for the term specified in the Customer’s Order Form (the “**Subscription**” and the “**Subscription Term**”). During the Subscription

Term Customer shall pay the Company the applicable subscription fees and one-time fees set forth in the Order Form (respectively, the “**Subscription Fees**” and the “**One-time Fees**”, and together - the “**Fees**”). Unless expressly set forth herein, the Fees are non-cancelable and non-refundable. The Company reserves the right to change the Subscription Fees at any time, upon notice to Customer, provided that any increase shall only become effective upon the end of the then-applicable Subscription Term. Unless expressly indicated otherwise, Fees are stated in EURO.

- 8.2. Subscription Auto-Renewal. In order to ensure that Customer will not experience any interruption or loss of services, Customer’s Subscription shall automatically renew by default, unless canceled by either the Company or the Customer at least 60 days prior to its expiration, for a renewal period equal in time to the original Subscription Term (excluding any renewal period) at the then applicable Fees.
- 8.3. Expenses; Taxes. The Fees are exclusive of (i) shipping and handling, (ii) cellular communication and internet access, and (iii) any and all taxes (including without limitation, value added tax, sales tax, use tax, excise, goods and services tax, etc.), levies, or duties, which may be imposed in respect of these Terms (the “**Taxes**”), except for Israeli income tax imposed on the Company. If Customer is located in a jurisdiction which requires Customer to deduct or withhold Taxes or other amounts from any amounts due to the Company, Customer shall promptly notify the Company in writing and the Company shall make reasonable efforts to avoid any such Tax withholding, provided, however, that in any case, Customer shall bear the sole responsibility and liability to pay such Tax and such Tax shall be "grossed up" and added on top of the Fees payable by Customer.
- 8.4. Payment. The Fees set forth in each Order Form are final. Unless otherwise set forth in the Order Form, the Subscription Fees shall be paid annually, in advance, within thirty (30) days of invoice, and the One-time Fees shall be paid within thirty (30) days of invoice. All Fees are non-cancelable and non-refundable, unless required otherwise by mandatory law. Delinquent payments may bear compounded interest, as of the payment due date and until paid in full, at a rate equal to the lower of: (i) 1.5% per month, or (ii) the highest rate permitted by law. The aforesaid shall not derogate from any other right or remedy to which the Company may be entitled. Customer will be responsible for all reasonable expenses (including attorneys' fees) incurred by the Company in collecting any payment. The Platform shall be made available to Customer for the applicable Subscription Term only following receipt by the Company of the amounts due by Customer.
- 8.5. Payment Processing. Customer hereby authorizes the Company, either directly or through the Company's payment processing services, to charge the Fees via Customer’s selected payment method, upon the due date. Payments processed by a third party are in such third party’s exclusive responsibility and are subject to such third party’s terms and conditions. Customer agrees that such third party’s terms and conditions shall apply to Customer’s payment of the Fees. Customer hereby authorizes third-party payment processors to provide data and information to the Company. The Company shall be free to replace the payment processor service from time to time or process payments itself.
- 8.6. Credit Card. Credit card details may be needed to complete an order, and the Platform will be available to Customer following successful completion of billing. Customer authorizes the Company to continue to charge its credit card or any replacement card upon the beginning of renewal period for the current Fees. Failure to charge Customer’s credit card shall not derogate from Customer’s payment obligation.
- 8.7. Travel Expenses. In addition to the Fees, the Customer shall reimburse the Company within 14 days for all travel expenses incurred by the Company in connection with on-site integration and support by Company’s representatives, if applicable, including flights, hotels, and transportation expenses, against submission of invoices.

## 9. Terms of Sale of Smart Plugs

- 9.1. Prices; Title. The One-time Fees for the Smart Plugs are quoted ex-works (at the Company's facility) (Incoterms 2010). Title to a Smart Plug shall pass to Customer only upon the full payment therefore and the risk shall pass upon delivery.
- 9.2. Exclusive Purchase. The Platform may be used solely with the Company's Smart Plugs, which the Customer shall purchase exclusively from the Company.
- 9.3. Warranty. Other than as explicitly set forth in the warranty provided with the Smart Plugs, the Smart Plugs are non-returnable and non-refundable, and cannot be returned upon termination or expiration of the Subscription Term.

## 10. Termination

- 10.1. Termination for Cause. A material breach of obligations by either party hereto which is not cured within 10 days from receiving notice thereof, shall entitle the non-breaching party to immediately terminate the Subscription by written notice. If a party files for petition or action for relief under any bankruptcy, reorganization, insolvency or moratorium law or any other law for the relief of, or relating to, debtors, now or hereafter in effect, or makes any assignment for the benefit of creditors or takes or becomes subject to any action in furtherance of any of the foregoing, the other party will be entitled to terminate the Subscription immediately by written notice.
- 10.2. Termination or Suspension by Company. Company may terminate or suspend the Subscription immediately, without prior notice or liability, if Customer breaches, or fails to comply with, any of the provisions contained in these Terms, and in each of the following events: (i) the Company believes, in its sole discretion, that Customer, a User or any third party is using the Platform in a manner that may impose a security risk, may cause harm to the Company or any third party, and/or may create any liability to the Company or any third party; (ii) if the Company believes, in its sole discretion, that Customer, a User or any third party is using the Platform in breach of these Terms or applicable laws; or (iii) if the Company is unable to charge the Fees through Customer's approved payment means or if any payment is or is likely to become, overdue. The aforementioned rights are in addition to any rights and remedies that may be available to the Company in accordance with these Terms and/or applicable law.
- 10.3. Termination by Customer. Customer may terminate the Subscription by canceling the Subscription, whereby termination will take effect at the end of the then-current Subscription Term and shall not derogate from Customer's obligation to pay the applicable fees for the Subscription Term.
- 10.4. Effect of Termination. Unless expressly indicated otherwise in these Terms, the termination or expiration of these Terms shall not relieve Customer from its obligation to pay due Fees. Upon termination or expiration of these Terms, Customer's Subscription and all rights granted to Customer and the Users hereunder shall terminate, and Customer and the Users shall cease to have access to the Platform and any Customer Data and shall remove any Platform components from Customer's systems and from any appliance on which such components were installed. Customer is solely responsible to export all available Customer Data prior to such termination or expiration, and following termination or expiration, the Company may delete the Customer Data without retaining any copy thereof. In addition, Customer shall return or destroy, at Company's choice, Company's Confidential Information then in Customer's possession and Customer shall have no claim against the Company in this regard.
- 10.5. Survival. All the provisions of these Terms which by their nature should survive termination (including, without limitation, confidentiality, ownership, and intellectual property, indemnification, warranty disclaimers, and limitations of liability) shall remain in full force and effect following termination thereof, for any reason whatsoever. Termination of these Terms shall not relieve Customer from any obligation

arising or accruing prior to such termination or limit any liability which Customer otherwise may have to the Company.

## 11. Confidentiality

11.1. Confidential Information. For purposes of these Terms, the term “**Confidential Information**” shall mean any and all non-public business, product, technology, and marketing data and information, whether written, oral, or in any other medium disclosed or otherwise provided by either party (the “**Disclosing Party**”) to the other party (the “**Receiving Party**”), that is either identified as such or should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information shall not include any information which the Receiving Party can prove: (a) is publicly available at the time of disclosure or subsequently becomes publicly available through no act or omission of the Receiving Party in breach of these Terms; (b) is already known to the Receiving Party at the time of disclosure; (c) is disclosed to the Receiving Party free from confidentiality obligations by a third party who is not, to the knowledge of the Receiving Party, in breach of an obligation of confidentiality; (d) was or is independently developed by the Receiving Party without use of or reliance upon the Confidential Information; or (e) is compelled to be disclosed pursuant to a court order, provided that the Receiving Party provides the Disclosing Party prompt notice thereof, and, at the request and expense of the Disclosing Party, uses reasonable efforts to limit such disclosure to the extent requested.

11.2. Confidentiality Obligations. Receiving Party undertakes and warrants that: (i) it shall hold the Confidential Information of Disclosing Party in confidence and shall take all reasonable steps to safeguard and protect the Confidential Information including, without limitation, those steps that it takes to protect its own Confidential Information of a similar nature; (ii) it shall not disclose or otherwise provide any Confidential Information to any third party without the prior written consent of the Disclosing Party, except to those of its employees who have a need to know such Confidential Information for the purpose of fulfilling this Agreement and provided that such employees are bound by written confidentiality obligations which are at least as restrictive as those contained herein; and (iii) it shall not copy or use the Confidential Information for any purpose except to the extent required to perform its obligations, or exercise its rights, hereunder, whilst maintaining the Disclosing Party's interests. Receiving party's obligations with respect to Confidential Information shall expire seven (7) years from the date of termination or expiration of the last Subscription Term, unless under applicable law a longer period of protection applies.

## 12. Warranty and Disclaimer

12.1. EXCEPT AS EXPLICITLY SET FORTH HEREIN, THE PLATFORM AND ANY RELATED SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND WITHOUT WARRANTIES, GUARANTEES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, COMMON LAW OR OTHERWISE. COMPANY DOES NOT WARRANT THAT THE USE OF THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE OR WILL MEET CUSTOMER'S SPECIFIC REQUIREMENTS OR EXPECTATIONS, OR THAT ANY INFORMATION OR ADVICE OBTAINED BY CUSTOMER AS A RESULT OF CUSTOMER USE OF THE PLATFORM WILL BE ACCURATE OR RELIABLE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMER THROUGH OR FROM THE PLATFORM SHALL CREATE ANY WARRANTY OR IMPOSE ANY LIABILITY NOT EXPRESSLY STATED IN THESE TERMS.

12.2. EXCEPT AS EXPLICITLY SET FORTH HEREIN, COMPANY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING THE PLATFORM AND CUSTOMER'S USE THEREOF, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AVAILABILITY, SECURITY, COMPATIBILITY OR NON-INFRINGEMENT.

## 13. Limitation of Liability

NOTWITHSTANDING ANYTHING IN THESE TERMS OR ELSEWHERE TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW:

- 13.1. IN NO EVENT SHALL COMPANY, ITS SHAREHOLDERS, DIRECTORS, OFFICERS, AFFILIATES, AGENTS, MEMBERS OR EMPLOYEES BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY, FOR ANY: (I) SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES; (II) LOSS OF OR DAMAGE TO CUSTOMER'S SYSTEMS, DEVICES, DATA, INFORMATION, GOODWILL, PROFITS, SAVINGS, OR PURE ECONOMIC LOSS; (III) THE FAILURE OF INDUSTRY STANDARD SECURITY MEASURES AND PROTECTIONS; AND/OR (IV) THE COST OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES; REGARDLESS OF (A) WHETHER COMPANY, ITS AFFILIATES OR THIRD-PARTY PROVIDERS, HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE REASONABLY FORESEEABLE; OR (B) THE THEORY OR BASIS OF LIABILITY (SUCH AS, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT).
- 13.2. CUSTOMER SPECIFICALLY AGREES THAT COMPANY IS NOT RESPONSIBLE OR LIABLE FOR ANY UNLAWFUL, EXPLICIT OR OTHERWISE OBJECTIONABLE CONDUCT OF ANY OTHER PARTY ON OR THROUGH THE PLATFORM, OR FOR ANY INFRINGEMENT OR VIOLATION OF CUSTOMER'S RIGHTS BY ANY OTHER PARTY, INCLUDING, WITHOUT LIMITATION, PRIVACY RIGHTS.
- 13.3. TO THE EXTENT PERMITTED BY LAW, COMPANY'S AGGREGATE AND CUMULATIVE LIABILITY FOR ALL DIRECT CLAIMS, DAMAGES AND LOSSES (WHETHER IN CONTRACT, TORT OR OTHERWISE), IS LIMITED TO THE FEES PAID TO THE COMPANY FOR USE OF THE PLATFORM IN THE SIX MONTHS PRECEDING THE CAUSE OF THE CLAIM.

#### **14. Miscellaneous**

- 14.1. Compliance. The Customer is solely responsible for the Customer and the User's compliance with applicable laws.
- 14.2. Amendments. The Company reserves the right to change these Terms at any time by posting a new version at [[www.youtiligent.com](http://www.youtiligent.com)]. In the event of a material change, Company shall notify the Customer by posting a notice on the Platform or Company's website, or by sending the Customer an email. Any such modifications shall become effective immediately upon posting.
- 14.3. Export Control. The Platform may be subject to Israeli, U.S., or foreign export controls, Laws and regulations (the "**Export Controls**"), and Customer agrees and confirms that: (i) Customer is not located or uses, exports, re-exports or imports the Platform (or any portion thereof) in or to, any person, entity, organization, jurisdiction or otherwise, in violation of the Export Controls; (ii) Customer is solely responsible for complying with applicable Export Controls which may impose additional restrictions, prohibitions or requirements on the use of the Platform.
- 14.4. Customer's Reference. Customer acknowledges and accepts that Company has the right to use Customer's name and logo to identify Customer as a customer of Company or user of the Platform, on Company's website, marketing materials or otherwise by public announcements. Customer may revoke such right, at any time, by contacting Company at [legal@youtiligent.com](mailto:legal@youtiligent.com).
- 14.5. Force Majeure. Neither Company nor Customer will be liable by reason of any failure or delay in the performance of its obligations on account of events beyond the reasonable control of a party, which may include denial-of-service attacks, interruption or failure of the Internet or any utility service, failures in third-party hosting services, strikes, shortages, riots, fires, pandemic diseases, acts of God, war, terrorism, and governmental action.
- 14.6. Governing Law; Jurisdiction. These Terms and its performance shall be governed by the laws of the State of Israel, without regard to conflict of laws' provisions that would result in the application of the laws



of any other jurisdiction. The parties hereto submit the exclusive jurisdiction to the courts of Tel Aviv - Jaffa.

- 14.7. Class Action Waiver. WHERE PERMITTED UNDER APPLICABLE LAWS, CUSTOMER AND COMPANY AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER PARTY ONLY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both Customer and the Company agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.
- 14.8. Entire Agreement. These Terms (and the other terms, agreements, and policies referenced herein) constitute the entire agreement between Customer and the Company with respect to Customer's use of the Platform, and supersede all prior or contemporaneous understandings regarding such subject matter.
- 14.9. Assignment. Company may assign at any time any of its rights and/or obligations hereunder to any third party without Customer's consent. Customer may not assign any of its rights or delegate any obligations hereunder, in whole or in part without the prior written consent of Company, and any attempt by a Customer to do so shall be deemed null and void.
- 14.10. Relationship of the Parties; No Third-Party Beneficiaries. The parties are independent contractors. These Terms do not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. There are no third-party beneficiaries to these Terms.
- 14.11. Severability. In the event that a court of competent jurisdiction finds any provision of these Terms to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect, and such provision shall be reformed only to the extent necessary to make it valid, enforceable and legal.
- 14.12. No Waiver. The failure of the Company to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed by Company in writing.

For any questions or queries about these Terms or the Platform in general, please do not hesitate to contact us at the following e-mail address: [info@youtiligent.com](mailto:info@youtiligent.com).

Last Updated: March 15th, 2020