

TERMS OF USE OF HIVE GRAPHQL

Thank you for using the GraphQL Hive, an online cloud based software-as-a-service intended for the definition, management and analysis of GraphQL APIs and infrastructures, and its related Services (the “**Platform**”). Our Platform offer our users to use an open-source registry of schemas with multiple features to enhance their day-to-day work with GraphQL (the “**Service(s)**”).

These Terms of Use (“**Terms of Use**”) are a legally binding agreement between Software Products Guilda Ltd., a company registered in Israel and/or its affiliates (together referred to as the “**Company**”) and the End-User. These Terms of Use govern the access to and use of the Platform, Services, including codes and features contained therein.

1. General.

- 1.1 The term “including” is not intended to be exclusive and means “including without limitation”
- 1.2 Other terms appearing in these Terms of Use will have the meaning ascribed to them in the agreement and/or order form between the Company and Customer (if and as applicable) to which these Terms of Use are enclosed (the “**Agreement**”).
- 1.3 The Platform and Services are operated and owned by the Company. ‘We’, ‘us’ or ‘our’ means the Company, and ‘you’ shall mean, respectively: the subscriber to the Platform and Services who is (a) the entity that holds a license to the Platform and on whose behalf the User is using the Platform and Service (“**Customer**”); (b) an individual User that holds a license to the Platform and Services; and/or any person or entity accessing the Platform and/or using the Platform or the Services under authorization or on behalf of Customer by unique credentials assigned by the Company (“**Users**”). Except where these Terms of Use explicitly refer to Customer or User, the provisions of these Terms of Use should be regarded as applicable to both.
- 1.4 By using the Services you (a) accept these Terms of Use and agree that you are legally bound by its terms on your behalf and on behalf of your Users as of the date you accept these terms; and (b) represent and warrant that: (i) you are of legal age to enter into a binding agreement; and (ii) if you are a corporation, governmental organization or other legal entity, you have the right, power and authority to enter into these Terms of Use on behalf of the corporation, governmental organization or other legal entity and bind them to these terms.

2. Scope of License.

Company hereby grants you a limited, revocable, non-transferable, non-exclusive, non-sublicensable license to access and use (and if you are a Customer - to enable Users to access and use) the Platform and Services, for internal purposes only, all under the condition of complying with all obligations under these Terms of Use, and the payment of all applicable Subscription Fees pursuant to the Subscription Packages (as defined below) provided on our website and/or as otherwise agreed in the Agreement (the “**License**”). Except as explicitly mentioned herein, no other rights, implied or otherwise, are granted.

3. Accounts.

- 3.1 The Platform and Services provide a definition, management and analysis of GraphQL APIs and infrastructures. You hereby agree to the provision of the Services via the Platform and to provide Company with all necessary information and data required for the provision of the Platform and Services as more fully describes below.

- 3.2 The Platform can be accessed through any computer, by first completing the registration process via the Service website in the following link: <https://graphql-hive.com/> and by using the user name and password provided to you upon registering for the Services.
- 3.3 During the registration process, you will be asked to select a package to access the Platform and Services (each, a “**Package**”), which includes: (a) the period during which you can access the Platform and make use of the Service (the “**Subscription Period**”); and (b) the Fees (as described hereinafter in Section 8) you must pay to the Company on a monthly basis, by the end of each month, in exchange for your right to access the Platform and provision of the Services (each, a “**Subscription Month**”) All such information is incorporated into these Terms of Use by reference. We have several different types of paid Packages, as well as a free Package, for which there are no Subscription Fees. You may not sign up for more than one free Package.
- 3.4 Once an Account is created, you will be able to access the Platform and use any of the Services for the duration of the Subscription Period and perform any of the actions that are supported or made available through the Platform solely for your own business purposes and benefit, all in accordance with these Terms of Use.
- 3.5 Each Account is designated for use by one individual User. You may not use or share anyone else’s account or permit anyone else to use or share your Account. You use your Account to add or update Users as members of your managed project.
- 3.6 You hereby agree to provide accurate, current and complete information about you as part of the registration process, and to maintain and promptly update any such information and Content (as defined in Section 4 below) you provide to the Company, and to keep it accurate, current and complete.
- 3.7 You are solely responsible for maintaining the security of your Account and safeguarding your password(s) (and if you are a Customer - your Users Accounts). Accordingly, the login credentials of each User’s specific Account shall be kept in strict safety.
- 3.8 You hereby agree to notify (and if you are a Customer - to make sure that any User on your behalf will notify) the Company immediately of any unauthorized access or use of User’s Account or any other breach of security. The Company will not be liable for any loss or damage resulting from someone else using a User’s password or Account, either with or without your knowledge. You will be held liable for losses incurred by Company and/or any third party due to someone else using your Account or password.

4. Content.

- 4.1 You are fully responsible for all information, data, images, code or content, or otherwise that you publish, upload or make available to the Platform and Services (the “**Content**”) on your Account (even if placed there by third parties), including with respect to the accuracy, quality and legality of the Content. The Company does not claim ownership over the Content and shall not be responsible for the Content in any manner.
- 4.2 By publishing or uploading Content to the Platform, you represent and warrant that:
 - (i) the Content does not and will not infringe, violate or misappropriate the Intellectual Property Rights of any third party;
 - (ii) you have obtained all rights and permissions necessary to make use and/or publish the Content;
 - (iii) the Content does not contain or incorporate any malware, viruses, Trojan horses or other harmful or malicious code;
 - (iv) unless you have entered into a separate agreement with us relating to the processing of such data, the Content does not and will not include any personal information or data (as defined under the under the General Data Protection Regulation (Regulation (EU) 2016/679 or any other applicable data privacy law, and is not is subject to heightened restrictions relating to the transmission or processing of data for the jurisdictions in which the Service is provided.

- 4.3 Company may retain Content to the time limitation set forth in Company's retention policies. The use of Content by Company is in accordance with its privacy policy in the following link: <https://graphql-hive.com/privacy-policy.pdf>. You are responsible for maintaining your own privacy policy governing the collection, use and disclosure of personal information and for obtaining the necessary authorizations and consents for any personal information as well as consensual consents from your customers, if relevant.
- 4.4 By submitting or uploading Content to the Platform, you grant Company a worldwide, royalty-free, and non-exclusive license (i) to use, reproduce, modify, adapt and publish that Content for the purpose of providing you with the Services via the Platform; (ii) to create aggregations and summaries of the Content or portions thereof for the Company's business purposes, including to compile statistical and performance information related to the provision and operation of the Platform and/or Services and for the development of new products or services ("**Analytical Data**"), and (iii) to distribute such Analytical Data publicly to any third party in support of Company's business (both during the Subscription Period, and thereafter), provided that such publication or disclosure of Analytical Data is made in an anonymous which cannot identify you or your Content. As between you and Company, all right, title and interest in the Analytical Data and all Intellectual Property Rights therein or developed therefrom, belong to and are retained solely by Company.
- 4.5 Notwithstanding anything else in these Terms of Use, the Agreement, or otherwise, Company may monitor your use of the Platform and Services and collect and use Analytical Data related to your use or derived from monitoring (such as configurations, log data, etc.) to insure your compliance with these Terms of Use and applicable law. Without limiting any of your representations or warranties with respect to the Content, Company has the right (but not the obligation) to reject or remove any Content, without liability or notice to you, if the Content violates these Terms of Use or infringes the Intellectual Property Rights of any third party.

5. Restrictions.

- You shall not do any of the following while accessing the Platform or using the Services or Content nor permit or encourage any User or third party, to directly or indirectly: (a) distribute or make the Platform available over a network where it could be used by multiple devices at the same time; (b) use the Platform otherwise than in compliance with these Terms of Use and all applicable laws, statutes, rules, regulations and including intellectual property rights of third parties; (c) rent, lease, lend, sell, redistribute, sublicense or otherwise make available or exploit in any form or by any means all or any portion of the Platform or the Services for any purpose; (d) you may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Platform, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law; (e) use the Platform in a way that is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable; (f) do anything that could disable, overburden, or impair the proper activity of the Platform; (g) interfere with or otherwise circumvent mechanisms in the Platform intended to limit your use; (h) provide any false information upon registration to the Platform or when updating or creating an account; (i) attempt to obtain a User's account (including login credentials), or other security information from any other User; (j) use the Platform or Services in order to build a competitive product; and (k) use the Platform or Services in a manner that could otherwise cause damage to the Company or any third party or use the Platform in a manner that violates or infringes any rights of any third party, including but not limited to, privacy rights, publicity rights or Intellectual Property Rights; circumvent, disable or otherwise interfere with security-related features of the Platform or features that enforce use limitations.
- 5.1 Any attempt to do any of the above-mentioned unauthorized uses is a violation of the rights of the Company. If you breach this restriction, you may be subject to prosecution and damages. You are solely responsible and liable for, and Company has no responsibility to you or any third party for

any breach by you of the obligations under this Section 5 and for any consequences thereof (including any loss or damage which Company may suffer).

- 5.2 These Terms of Use will govern any upgrades provided by the Company that replaces and/or supplement any component of the Platform or Services unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

6. Third Party Services.

- 6.1 The Platform and Services may integrate with, link to, or enable access to third party products, features, content, specifications, source codes, plug-ins, applications, and prices of products. Such services described or depicted on the Platform (“**Third Party Services**”).
- 6.2 When using certain Third Party Services, you may be subject to any additional terms and conditions applicable to such Third Party Services, including, without limitation, their license terms, privacy policies and SLA. We urge you to read all of these terms and policies of the Third Party Services. Such Third Party Services are listed and arranged by order of importance and impact on your use of the Platform and Services in our SLA which can be found in the following link: <https://graphql-hive.com/sla.pdf>
- 6.3 Any Third Party Services may be changed from time to time upon Company's sole discretion upon written notice to be provided by the Company to the Users community. Any such Third Party Services terms and policies are subject to changes by the respective Third Party Service provider at any time without notice.
- 6.4 You hereby acknowledge and agree that such Third Party Services are not under the control of the Company, and Company is not responsible for any Third Party Service and makes no representation as to the accuracy, usefulness, performance, safety, or intellectual property rights in or relating to such Third Party Service, and shall have no liability or responsibility whatsoever regarding any access to and use of any the Third Party Services.

7. SLA and Support.

- 7.1 If you are subscribed to a paid Package, unless a different level of support is specified in the Agreement, Company will provide you with support according to the Company's SLA. While we work hard to provide you with support for the Platform, we do not warrant that we will be able to resolve your issue.
- 7.2 In case of an interruption, fault and/or error to the Platform or Services due to an interruption, fault and/or error of a Third Party Service, we do not warrant that we will respond within any particular timeframe set out in our SLA or that we will be able to resolve any issue arises from such Third Party Service.
- 7.3 If you are subscribed to a free Package, we do not warrant providing any support, but we encourage you to review our FAQ page in the following link: <https://docs.graphql-hive.com/>, which can provide valuable information to help answer your questions.

8. Fees.

- 8.1 In consideration of the License granted to you herein during the Subscription Period, you hereby agree to pay the Company: (a) the Subscription Fees attached or linked to the Package you chose when subscribing to the Service, as set forth on our website (the “**Fixed Subscription Fees**”), and (b) additional Fees based on your choice of additional features, adding more Users or your selected amount of data Units you get access to through the Platform (the “**Usage Fees**”). The Usage Fees may be increased or decreased due to changes made by you to the selected amount of Units for the respective Subscription Month.

- 8.2 The applicable Fees (Fixed Subscription Fees and Additional Fees) are payable in full in accordance with your selected Package, and are non-refundable and non-creditable. The Fees will be charged by the end of each Subscription Month.
- 8.3 Company reserves the right to change the Fees anytime at its sole discretion. Any change of Fees for Users who have valid subscriptions on the date of change will apply to such User's subscription upon the earlier: (i) the renewal date of the Subscription Period; or (ii) upon prior written notice provided by the Company to the Users community, which in any case shall not be less than 30 days before applying the change of Fees.
- 8.4 Fees shall be paid through credit card or other billing information provided upon subscribing to the Platform. Credit card will be billed automatically according to the Subscription Package as set forth in Section 8.2.
- 8.5 Company uses a third party for the payment process (currently Stripe) and the processing of payments will be subject to their terms and conditions, as can be found on the following website <https://stripe.com/legal/ssa>.
- 8.6 Overdue payments will accrue interest at a rate of 1.25% per month or the highest interest rate allowed by law whichever is lower, from the date the amount is due until the date the amount is paid in full.
- 8.7 Overdue payment may result, in addition any other rights or remedies available to us under this Terms of Use or under applicable law, a right to suspend your access to the Platform and Services, terminate your account(s), and/or downgrade you to a free Package. You are responsible to reimburse Company for any costs that Company incurs while attempting to collect such late payments.
- 8.8 Fees paid to Company are net of any taxes or other charges and you will be responsible for all taxes and other charges resulting from the payment to Company, other than Company's income taxes.

9. No Warranty.

- 9.1 TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE PLATFORM AND THE SERVICES ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, AND THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE PLATFORM AND THE SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF COMPLETENESS, ACCURACY, AVAILABILITY, TIMELINESS, USEFULNESS, SECURITY, RELIABILITY OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OR OF FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY DOES NOT WARRANT THAT THE PLATFORM OR THE SERVICES WILL BE UNINTERRUPTED, OR ERROR-FREE, AND THAT THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL THAT YOU PURCHASE OR OBTAIN THROUGH THE PLATFORM OR THE SERVICES (INCLUDING SERVICES OR MATERIALS PROVIDED BY THIRD PARTY PROVIDERS OR EXTERNAL SERVICES) WILL MEET YOUR EXPECTATIONS, OR THAT ANY ERRORS IN THE PLATFORM OR THE SERVICES WILL BE CORRECTED.
- 9.2 Some jurisdictions do not allow the exclusion of implied warranties or limitations on applicable statutory rights of a consumer, so the above exclusion and limitations may not apply to you in such jurisdictions.

10. Limitation of Liability.

- 10.1 TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL THE COMPANY OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR PERSONAL INJURY, OR ANY

INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, PUNITIVE DAMAGES, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE, OR RELIANCE ON THE PLATFORM OR ANY PART OF THE SERVICES, ANY CONTENT AND/OR EXTERNAL SERVICE, HOWEVER CAUSED, OR ANY OTHER MATTER RELATING TO THE PLATFORM, THE SERVICES AND/OR ANY THIRD PARTY SERVICE REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

- 10.2 IN NO EVENT SHALL THE TOTAL LIABILITY OF THE COMPANY, ITS DIRECTORS, OFFICERS, EMPLOYEES AND/OR AGENTS, FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW) EXCEED THE AMOUNT OF FEES PAID BY YOU TO THE COMPANY FOR THE PLATFORM AND SERVICES PROVIDED DURING THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY IN EACH CASE, WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 10.3 Any cause of action by you with respect to the Platform and/or Services, must be instituted within one (1) year after the cause of action arose.
- 10.4 Some jurisdictions do not allow the exclusion or limitation of liability for personal injury, or of incidental or consequential damages, so the limitations above may not apply to you in such jurisdictions.

11. Intellectual Property.

- 11.1 All intellectual property rights, ownership, title and interest in and to the Platform and the Services (excluding Third Party Services), including but not limited to Intellectual Property Rights, patents, copyrights, trademarks, moral rights, trade secrets, design or any other proprietary and intellectual property rights recognized under any applicable law anywhere in the world, whether issued or pending, registered or unregistered (the “**Intellectual Property Rights**”), are and shall remain the sole and exclusive property of the Company. Without derogating from the above, the Company reserves all proprietary rights in and to all designs, engineering details and other data pertaining to the Platform, including, without limitation any custom graphics, button icons, and scripts.
- 11.2 You are not granted with any Intellectual Property Rights, including ownership, license or otherwise in or to the Platform or the Services, other than as explicitly set forth in these Terms of Use.
- 11.3 Any Company names, trademarks, service marks, logos, trade dress, or other branding related to the Company and/or included on, or are in connection with, the Platform or as part of the Services (collectively, the “**Trademarks**”) are owned by Company and may not be copied, imitated, or used (in whole or in part) without Company’s prior written consent. If any other trademarks, names, or logos present on the Platform or the Services (collectively, “**Third-Party Trademarks**”), such Third-Party Trademarks are the property of their respective owners, and their use inures to the benefit of their respective owners.
- 11.4 You hereby agree that Company has the right to use your trademark, name and logo on the Company’s website relating to the Platform or other Company’s websites or marketing materials, for sole the purposes of identifying you as our customer and describing your use of the Services. You also agree that Company may (but is under no obligation to): (i) inform other potential customers that you are a user of the Platform and/or Services; and (iii) identify you as a customer in other forms of publicity (including, without limitation, case studies, blog posts, and the like).
- 11.5 Any suggestions, enhancements, recommendations or other feedback provided either (a) by you to the Company with respect to the Platform, the Services, or any other Company’s product or service; and/or (ii) by Company in relation to Your environment in the Platform and any related Services provided by Company with respect thereto (the “**Feedback**”), will be owned by Company, including all Intellectual Property Rights therein, and will be and become Company’s

Confidential Information (as defined below). Company will be free to use, disclose, reproduce, incorporate and otherwise distribute and exploit the any Feedback into the Platform or any other Company offerings. All enhancements and customizations to the Platform and/or Services based on such Feedback shall be owned by Company. However, You will be allowed to use such Feedback, for Your internal business purposes in order to better or improve your products and services quality.

11.6 The Platform may contain, as an inseparable part thereof, open source code components provided to Customer according to the terms of the license of said open source code, or copyright notification accompanying the open source code as aforesaid (hereinafter, the “**Open Source Code License**”). You hereby agree to comply with all the terms of any Open Source Code License. The list of open source code components and the licenses applicable thereto, as may be updated by us from time to time, is provided on our website.

12. Confidentiality.

12.1 Each party agrees that its technical or business information that is designated in writing as confidential, or that should reasonably be considered confidential given the nature of the information and/or the manner or means of disclosure, shall be the confidential property of the disclosing party (“**Confidential Information**”).

12.2 For the purposes of these Terms of Use you agree that the Feedback, any analysis or reports we provide to you through the Platform and/or as part of the Services, and any non-public elements of the Platform or the Services, including, without limitation, the source code of any Company-proprietary software (if provided), will be deemed to be Company’s Confidential Information, regardless of whether it is marked as such.

12.3 Each party will not use the other party’s Confidential Information, except as permitted by these Terms of Use. Each Party shall use a reasonable degree of care to safeguard the other party’s Confidential Information in its possession or control and to prevent any unauthorized disclosure of the other party’s Confidential Information, including, without limitation, disclosing Confidential Information only to its employees, independent contractors, consultants, and legal and financial advisors (collectively, “**Representatives**”): (i) with a need to know such information, (ii) who are parties to appropriate agreements sufficient to comply with this Section 12, and (iii) who are informed of the nondisclosure obligations imposed by this Section 12. Each party will be responsible for all acts and omissions of its Representatives.

12.4 The foregoing obligations will not restrict either party from disclosing information of the other party (such information will not be considered Confidential Information of the other party) that (i) was previously rightfully known to the receiving party without restriction on disclosure; (ii) is or becomes known to the general public, through no fault or breach on the part of the receiving party; (iii) is disclosed to the receiving party by a third party without breach of any separate nondisclosure obligation; (iv) was independently developed by the receiving party; or (v) is required to be disclosed pursuant to a judicial order or third party subpoena provided the receiving party provides written notice to the disclosing party in order for the disclosing party to seek an appropriate remedy and only discloses the minimum information required by the order or subpoena.

13. Termination.

13.1 These Terms of Use shall commence upon the first registration and your first access to the Platform, and shall continue for as long as you are accessing or using the Platform or the Services.

13.2 You may terminate your subscription to the Platform and Services at any time by either using the Platform interface to cancel the Account or subscription (if available) or by sending a cancellation notice to the following email: contact@the-guild.dev. No refunds will be issued unless expressly stated otherwise. Any cancellation will take effect only at the end of your then-current Subscription Period, and you will continue to owe all Subscription Fees for the duration of your then-current Subscription Period.

- 13.3 Company, at its sole discretion, may terminate your Subscription to the Platform at any time by written notice to you, including suspend or permanently terminate your access to the Platform and/or Services or any part thereof in the following cases: (i) if you fail to comply (or, if you are a Customer - to make sure that Users on your behalf comply) with any of the provisions of these Terms of Use or applicable law; or (ii) if you fail to pay, for any reason, the applicable Subscription Fees; and/or (iii) if required by law enforcement or government agency, or otherwise in order to comply with applicable law or regulation. The above termination rights shall be without prejudice to the right of the Company to be indemnified for its damages and for any other right and remedy.
- 13.4 Company may terminate any Free Package that you have subscribed to, at any time and for any reason, without notice or liability to you. Company can terminate any paid Package that you have subscribed to, for any reason and without liability, by providing notice to you regarding Company's intention to terminate your subscription at the end of the then-current Subscription Period.
- 13.5 Upon termination or expiry of your subscription: (i) the License shall immediately expire and you will immediately cease any and all use of the Platform and/or the Services; (ii) you will lose all access to the Content, provided however that, for a period of thirty (30) days from the effective date of termination, Company will provide you, upon your written request, with a reasonable opportunity to download your Content (at your cost and expense), and that Company reserves the right (at its sole discretion) to permanently delete any Content at any time following said thirty (30) day period, and you hereby waive any rights and/or remedies with respect to such deletion of Content; (iii) you will promptly pay any outstanding Subscription Fees for the use of the Platform and Services through the termination date. Nothing contained herein shall limit any other remedies that Company may have for your default under these Terms of Use nor relieve you of any of its obligations incurred prior to such termination.
- 13.6 In any case of termination mentioned herein, the provisions which by their nature shall continue beyond termination will survive such termination for any reason and shall continue to apply, including Sections 1, 4, 5, 6.4, 8.6-8.7, 9-12, 13.5-13.6, 14-16 and 17 through 18.

14. Indemnity. You hereby agree to defend, indemnify and hold the Company and its directors, officers, employees, agents, partners, licensors, and any affiliated company or individual harmless from any and all damages, liabilities, costs, and expenses, including reasonable attorney fees, related to or in connection with (i) your use of the Platform and/or Services or your placement or transmission of any Content via the Platform by you; (ii) your violation of any term of these Terms of Use; (iii) any violation of any third party rights or applicable law; or (iv) any other actual or alleged breach of any of your obligations under these Terms of Use (including, among other things, any actual or alleged breach of any of your representations or warranties as set forth herein).

15. Independent Contractors. Each of the parties hereto is an independent contractor, and is not an employee, agent or partner of the other.

16. Publicity. Company may identify you as a customer of Company in its website and other marketing materials. Provided you are satisfied with the Platform and Services, Company may develop a case study for public dissemination and marketing use by Company, describing the benefits you have derived from the Platform and Services. You hereby agree to reasonably cooperate with such case study. Publishing shall be subject to your prior written approval, which shall not to be unreasonably withheld.

17. Governing Law and Jurisdiction.

- 17.1 With respect to any dispute or disagreement between the parties arising out of or in connection with these Terms of Use, the parties shall make a good faith effort to resolve that dispute by discussions between them. If a dispute could not be resolved by discussions between the parties, then these Terms of Use shall be governed by and construed exclusively in accordance with the laws of the State of Israel. You hereby irrevocably consent to submit to the exclusive jurisdiction of the competent courts in Tel Aviv, Israel, which shall have exclusive jurisdiction with respect to any such disputes.
- 17.2 Notwithstanding the above, if you are a User accessing or using the Platform and/or the Services under authorization or on behalf of the Customer, then the above provisions set out in Section 17.1 shall be regarded to the Customer and not to you.
- 17.3 The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms of Use.
- 17.4 Without derogating from the generality of the foregoing, in case of infringement of any of Company's Intellectual Property Rights by Customer and/or User and/or any third party on their behalf, Company shall be entitled to initiate legal proceedings before any component court anywhere in the world where such infringement takes place in order to seek injunctive relief – in which case *lex fori* shall apply to such proceedings (rather than the law governing this Agreement).

18. Miscellaneous.

- 18.1 Entire Agreement. These Terms of Use, together with any policies incorporated into these Terms by reference, and the Agreement between the Company and Customer (if and as applicable) to which these Terms of Use are enclosed, sets the complete and exclusive understanding of the parties with respect to Company's provision of, and your use of and access to, the Platform and the Services.
- 18.2 Assignment. You may not assign these Terms of Use, in whole or in part, by operation of law or otherwise, without the prior written consent of the Company, and any attempted transfer, assignment or delegation without such consent will be void and of no effect. Company may freely transfer, assign or delegate these Terms of Use, or its rights and duties under these Terms of Use, without notice to you. Subject to the foregoing, these Terms of Use will be binding upon and will inure to the benefit of the parties and their respective representatives, heirs, administrators, successors and permitted assigns.
- 18.3 Force Majeure. Neither party shall be liable for any delay or failure in performance (other than non-payment of amounts owing) due to causes beyond its reasonable control.
- 18.4 Severability. If any part of these Terms of Use is held to be unenforceable or invalid, in whole or in part, that portion will be enforced to the maximum extent possible, and all other provisions will remain in full force and effect..
- 18.5 Waiver. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies will be without prejudice to its other remedies under these Terms or otherwise. The failure by a party to enforce any part of these Terms will not constitute a waiver of future enforcement of that or any other provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by an authorized representative of the waiving party..
- 18.6 Notices. All notices that Company required to provide under these Terms of Use shall be made electronically, which may include an email to the email address you provide to us upon registration. These notices can be about a wide variety of matters, including responding to your questions, requests for additional information, and legal notices. You agree that such electronic notices satisfy any legal requirement that such communications be in writing. An electronic notice

will be deemed to have been received on the day the email is sent to you, provided that the email is the same as the email address you provided upon registration.

18.7 Entire Agreement. These Terms of Use, together with any other written and signed Agreement between you and the Company expressly referring to these Terms of Use are the entire agreement between you and the Company and supersedes any prior understandings or agreements (written or oral).

18.8 No Third Party Beneficiaries. These Terms of Use do not create any obligation of the Company to any third parties, nor shall it be deemed to create any rights or causes of action on behalf of any third parties.

18.9 Changes to these Terms of Use. The Company may change these Terms of Use from time to time, in its own reasonable discretion and encourages you to review them periodically. Company will provide you with written notice of substantial changes to these Terms of Use. Any such changes will take effect fifteen (15) days after such notice was provided on the Platform, or as required by law. All other changes to these Terms of Use are effective immediately upon publication of the updated Terms of Use on the Platform. Your continued use of the Platform and/or Services after the publication of the updated Terms will be deemed acceptance of any and all such changes.

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